

THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY CITY COUNCIL.

AN ORDINANCE

AUTHORIZING THE DECLARATION AS SURPLUS AND CONVEYANCE OF FOUR CITY OWNED REAL PROPERTY INTERESTS, LOCATED IN CITY COUNCIL DISTRICT 1 ALONG OR NEAR THE EXISTING SAN PEDRO CREEK TO THE SAN ANTONIO RIVER AUTHORITY; AUTHORIZING THE EXECUTION OF THREE JOINT USE AGREEMENTS WITH THE SAN ANTONIO WATER SYSTEM AND THREE JOINT USE AGREEMENTS WITH CPS ENERGY; AND WAIVING ASSOCIATED FEES.

* * * * *

WHEREAS, a cooperative agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project (the "Project") was approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014; and

WHEREAS, in order to complete the Project the San Antonio River Authority is required to acquire various property interests adjacent or near San Pedro Creek, some of which are currently owned by the City of San Antonio; and

WHEREAS, approval of this request will result in the development of improvements along and near the San Pedro Creek that will create a world class experience for residents and visitors of San Antonio; and

WHEREAS, upon completion, the San Pedro Creek Improvements Project is expected to enhance containment of the 100-year floodplain, restore and improve water quality, reconnect people to a storied and historic natural resource, catalyze economic growth, and drive revitalization efforts that progress the social and economic well-being of the San Antonio community; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Council finds that the San Pedro Creek Improvements Project serves a public purpose and will provide public use and benefit for the citizens of San Antonio upon completion. Therefore, the City Manager and her designee, severally, are authorized and directed to convey to the San Antonio River Authority the 10 real property interests described and as shown in **Attachment I**. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the city deeds without warranty, joint use agreements, or easements substantially in the form shown in **Attachment II** as needed, conveying the above-described property to the San Antonio Water System, CPS Energy, or the San Antonio River Authority for the San Pedro Creek Improvements Project. The City Manager and her designee, severally, are authorized to take all additional actions reasonably

necessary or convenient to effectuate the transactions, including executing and delivering all instruments and agreements conducive to effectuating the transactions.

SECTION 2. Per the originating department's Legistar information, there is no financial account language associated with this ordinance. All fees associated with these conveyances and their approval are waived.

SECTION 3. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulation contained herein, shall become inoperative or fail by reason of any unconstitutionality or invalidity of any other portion hereof and all provisions of this Ordinance are declared to be severable for that purpose.

SECTION 6. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.

PASSED AND APPROVED this th day of _____, 2016.

M A Y O R
Ivy R. Taylor

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

City Attorney

Attachment I: Property Descriptions

Parcel No. P-164TCE-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.705 Ac. Tract
(30,717 sq. ft.)

Being 0.705 acre of land (30,717 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.705 acre tract (30,717 sq. ft.) being more particularly described as follows:

Beginning at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the most southeasterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 301.38 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts to a point located on the east right-of-way line of Laredo St. and being the common westerly corner of the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts of land; said point being the most southwesterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;
2. Thence N 03°59'36" E, 97.53 feet departing the said common line and continuing along the said east right-of-way line to a point for the northwest corner of the tract herein described;
3. Thence S 86°47'29" E, 148.42 feet departing the said east right-of-way and crossing the said Lot 4 to an angle point corner of the tract herein described;
4. Thence N 02°55'54" E, 5.37 feet to an angle point corner of the tract herein described;

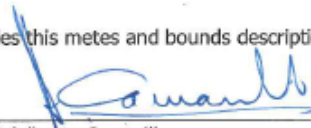
H:\Jobs\12*013\Techprod\Survey\Documents\Metes & Bounds\12013 Parcel P-164TCE-1.doc

Parcel No. P-164TCE-1
Project Name: San Pedro Creek
Page 2 of 3

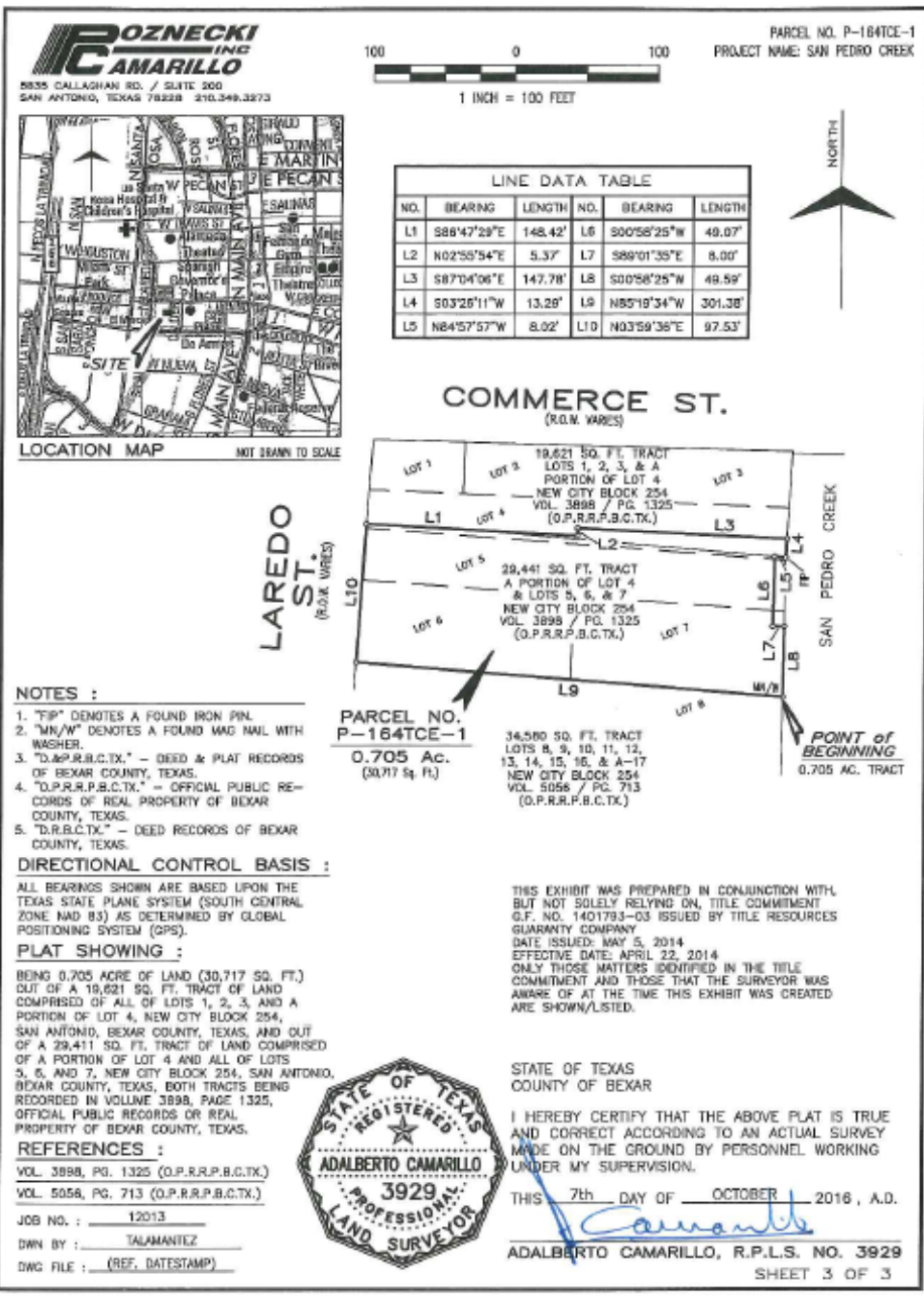
5. Thence S 87°04'06" E, 147.78 feet crossing the said Lot 4 to a point located on the west right-of-way line of the San Pedro Creek and being the northeast corner of the tract herein described;
6. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts; said iron pin being an angle point corner of the tract herein described;
7. Thence N 84°57'57" W, 8.02 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts to a point for an angle point corner of the tract herein described;
8. Thence S 00°58'25" W, 49.07 feet departing the said common line and crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
9. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek for an angle point corner of the tract herein described;
10. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.705 acre of land (30,717 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
October 7, 2016



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Parcel No. P100E-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.090 Ac. Tract
(3,957 sq. ft.)

Being 0.090 acre of land (3,957 sq. ft.) out of the Santa Rosa St. right-of-way, out of the San Pedro Creek right-of-way, and out of the Camaron St. right-of-way, San Antonio, Bexar County, Texas; said 0.090 acre tract (3,957 sq. ft.) being more particularly described as follows:

Beginning at a point being N 55°21'57" W, 255.55 feet from a found iron pin located at the intersection of the southeast right-of-way line of Santa Rosa St. with the southwest right-of-way line of Camaron St. and being the most northerly corner of a remaining portion of Lot 2, New City Block 14483, Tex R-78 Rosa Verde Project Unit 1-B Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224 of the Deed and Plat Records of Bexar County, Texas;

- 1. Thence N 76°28'36" W, 25.00 feet to an angle point corner of the tract herein described;
- 2. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
- 3. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
- 4. Thence N 13°31'24" E, 135.33 feet to an angle point corner of the tract herein described;
- 5. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
- 6. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
- 7. Thence S 76°28'36" E, 25.00 feet to an angle point corner of the tract herein described;


Parcel No. P100E-1
Project Name: San Pedro Creek

Page 2 of 3

8. Thence S 13°31'24" W, 25.00 feet to an angle point corner of the tract herein described;
9. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
10. Thence S 13°31'24" W, 135.33 feet to an angle point corner of the tract herein described;
11. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
12. Thence S 13°31'24" W, 25.00 feet to the **Point of Beginning** and containing 0.090 acre of land (3,957 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.

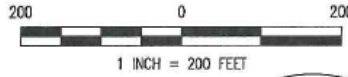




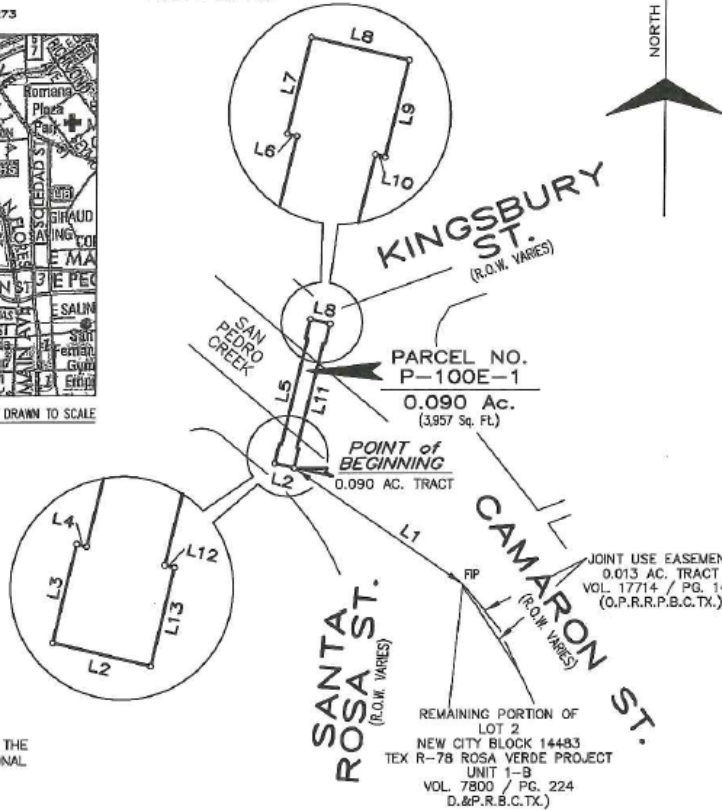
Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016

ROZNECKI
ING
CAMARILLO

5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273



PARCEL NO. P-100E-1
PROJECT NAME: SAN PEDRO CREEK



THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE ABSTRACT. ADDITIONAL EASEMENTS/RESTRICTIONS MAY APPLY.

NOTES :

1. "FP" DENOTES A FOUND IRON PIN.
2. "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
3. "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
4. "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :

ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :

BEING 0.090 ACRE OF LAND (3,957 SQ. FT.) OUT OF THE SANTA ROSA ST. RIGHT-OF-WAY, OUT OF THE SAN PEDRO CREEK RIGHT-OF-WAY, AND OUT OF THE CAMARON ST. RIGHT-OF-WAY, SAN ANTONIO, BEXAR COUNTY, TEXAS.

REFERENCES :

- VOL. 7800, PG. 224 (D.&P.R.B.C.TX.)
VOL. 17714, PG. 1411 (O.P.R.R.P.B.C.TX.)

JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)

LINE DATA TABLE					
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N55°21'57"W	255.55'	L7	N13°31'24"E	25.00'
L2	N76°28'36"W	25.00'	L8	S76°28'36"E	25.00'
L3	N13°31'24"E	25.00'	L9	S13°31'24"W	25.00'
L4	S76°28'36"E	2.50'	L10	N76°28'36"W	2.50'
L5	N13°31'24"E	135.33'	L11	S13°31'24"W	135.33'
L6	N76°28'36"W	2.50'	L12	S76°28'36"E	2.50'
			L13	S13°31'24"W	25.00'



STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 30th DAY OF SEPTEMBER 2016, A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

REVISED OCTOBER 7, 2016

SHEET 3 OF 3

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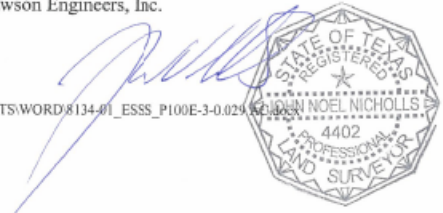
PROJECT NAME: SAN PEDRO CREEK
PARCEL NO. P-100E-3

METES AND BOUNDS DESCRIPTION
FOR
A 0.029 OF AN ACRE (1,245 SQUARE FEET)
VARIABLE WIDTH JOINT USE AGREEMENT

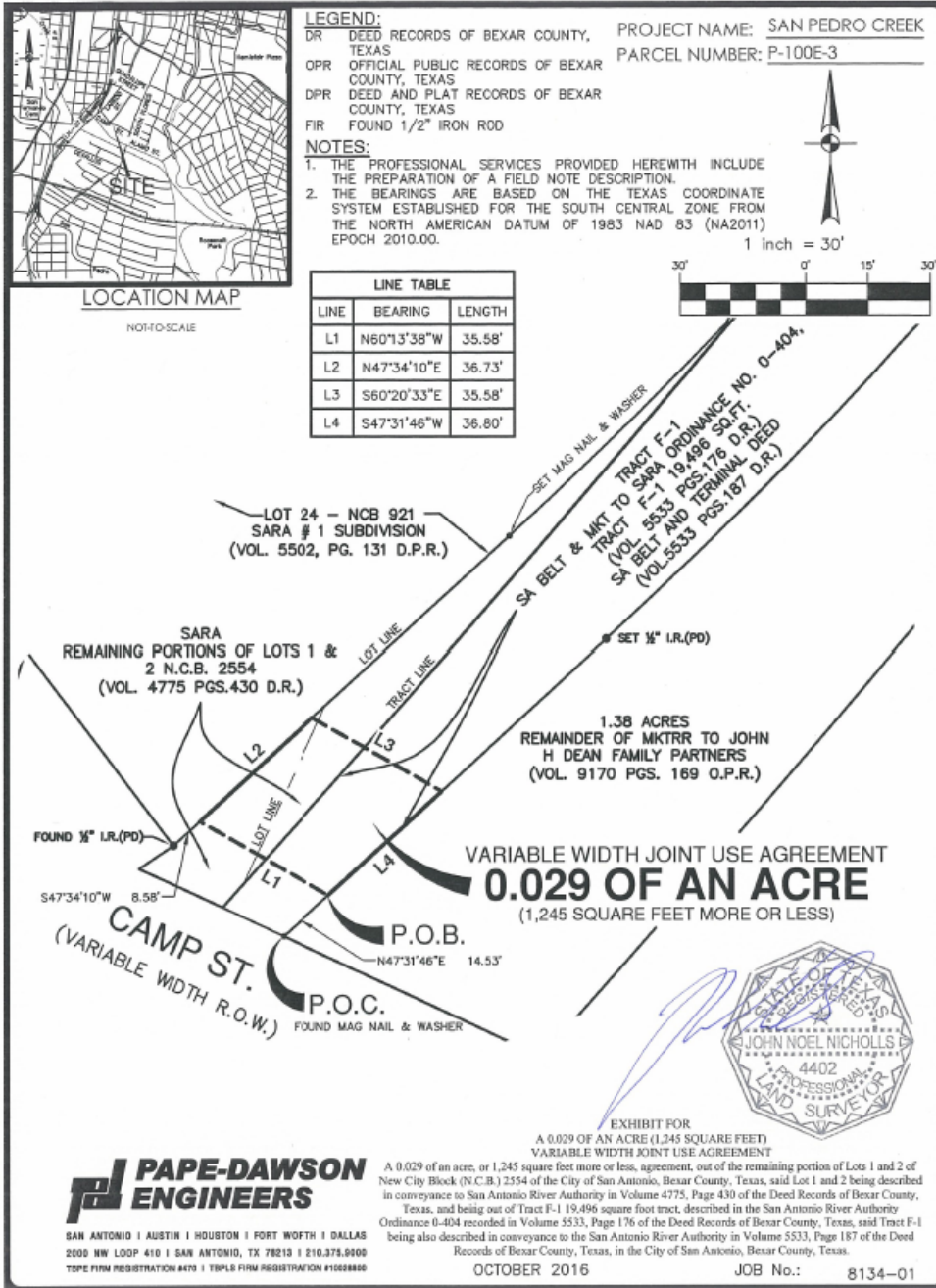
A 0.029 of an acre, or 1,245 square feet more or less, agreement, out of the remaining portion of Lots 1 and 2 of New City Block (N.C.B.) 2554 of the City of San Antonio, Bexar County, Texas, said Lot 1 and 2 being described in conveyance to San Antonio River Authority in Volume 4775, Page 430 of the Deed Records of Bexar County, Texas, and being out of Tract F-1 19,496 square foot tract, described in the San Antonio River Authority Ordinance 0-404 recorded in Volume 5533, Page 176 of the Deed Records of Bexar County, Texas, said Tract F-1 being also described in conveyance to the San Antonio River Authority in Volume 5533, Page 187 of the Deed Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas. Said 0.029 of an acre agreement, being more fully described as follows, with bearings based on the North American Datum of 1983 NAD 83 (2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

- COMMENCING: At a found mag nail and washer, the southeast corner of said Tract F-1, on the north right-of-way line of Camp Street, a variable width right-of-way;
- THENCE: N 47°31'46" W, departing the north right-of-way line of said Camp Street, with the east line of said Tract F-1, a distance of 14.53 feet to the POINT OF BEGINNING of the herein described easement;
- THENCE: N 60°13'38" W, departing the east line of said Tract F-1, over and across said Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the southeast line of Lot 24, N.C.B. 921 of the SARA #1 Subdivision recorded in Volume 5502, Page 131 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the southeast corner of said Lot 24 bears a bearing and distance of S 47°34'10" W, 8.58 feet;
- THENCE: N 47°34'10" E, the east line of said Lot 24, a distance of 35.73 feet to a point;
- THENCE: S 60°20'33" E, departing the east line of said Lot 24, over and across Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the east line of said Tract F-1;
- THENCE: S 47°31'46" W, with the east line of said Tract F-1, a distance of 36.80 feet the POINT OF BEGINNING, and containing 0.029 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 3, 2016
JOB NO. 8134-01
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\WORD\8134-01_ESS_P100E-3-0.029



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com





PROJECT NAME: SAN PEDRO CREEK
PARCEL NO. P-275E-4

METES AND BOUNDS DESCRIPTION
FOR
A 0.014 OF AN ACRE (625 SQUARE FEET)
25X25-FOOT JOINT USE AGREEMENT

A 0.014 of an acre, or 625 square feet more or less, agreement, out of Lot 1, Block 5 of the One Stop Development Center Subdivision recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas, conveyed to the City of San Antonio, Texas Municipal Facilities Corporation in Volume 9200, Page 198 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 2561 of the City of San Antonio, Bexar County, Texas. Said 0.014 of an acre agreement, being more fully described as follows, with bearings based on the North American Datum of 1983 NAD 83 (2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found 1/2" iron rod with a cap marked "KFW", the northeast corner of Lot 2, Block 5 of the Pace Foundation Exhibition Space recorded in Volume 9601, Page 80 of the Deed and Plat Records of Bexar County, Texas, the northwest corner of Lot 5, Block 4, N.C.B. 2561 of the City of San Antonio, Bexar County, Texas, on the south right-of-way line of Camp Street, a variable width right-of-way;

THENCE: S 24°58'12" W, departing the south right-of-way line of said Camp Street, with the east line of said Lot 2, the west line of said Lot 5, a distance of 159.78 feet to a found 1/2" iron rod with a cap marked "KFW", the southeast corner of said Lot 2, the southwest corner of said Lot 5, on the north line of said Lot 1;

THENCE: N 65°01'16" W, with the north line of said Lot 1, the south line of said Lot 2, a distance of 218.27 feet;

THENCE: Departing the north line of said Lot 1, the south line of said Lot 2, over and across said Lot 1, the following bearings and distances:

S 24°58'44" W, a distance of 1.53 feet to the POINT OF BEGINNING (GRID N: 13698029, GRID E: 2126919) of the herein described easement;

S 04°02'25" E, a distance of 25.00 feet to a point;

S 85°57'35" W, a distance of 25.00 feet to a point;

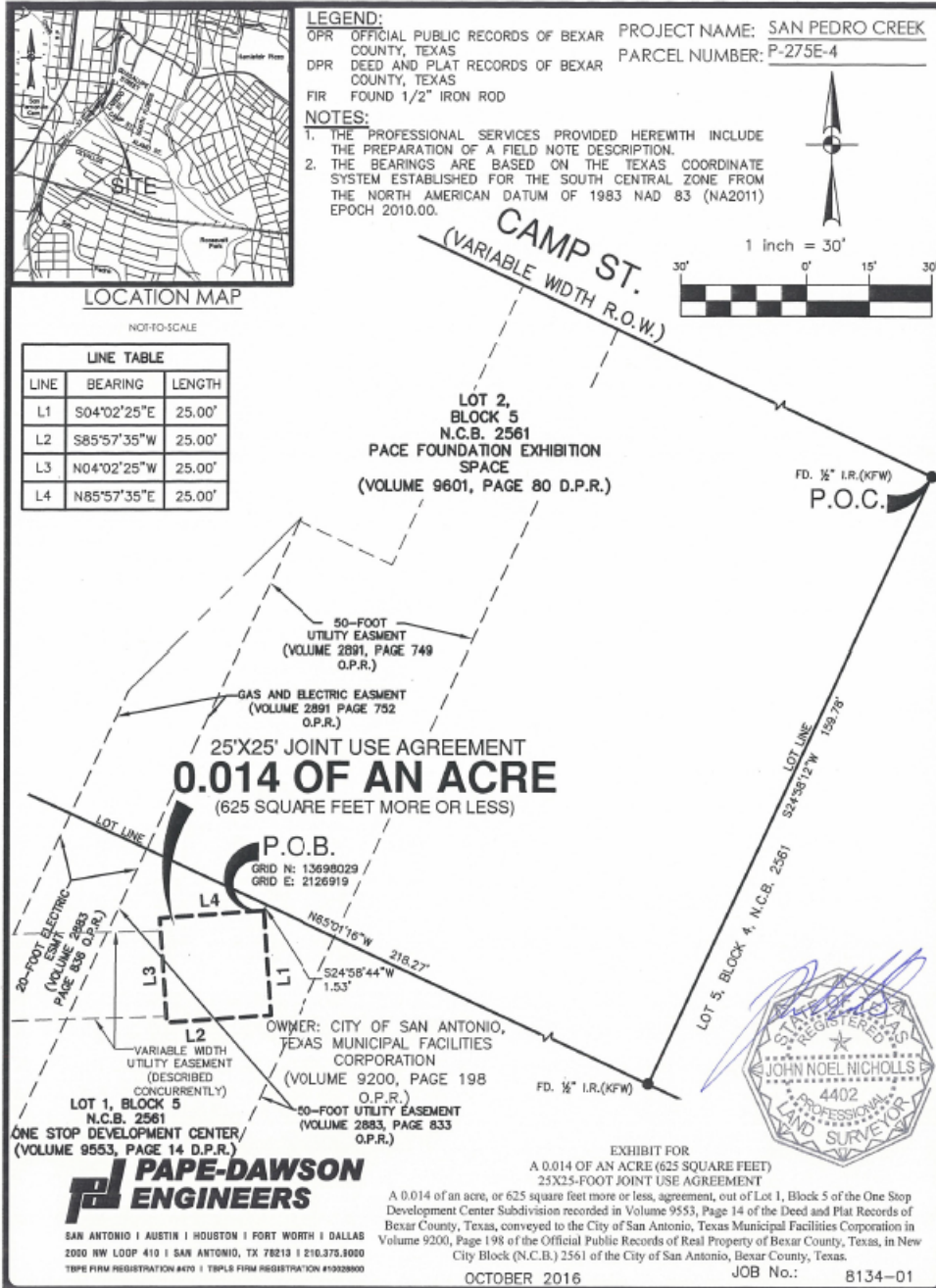
N 04°02'25" W, with an east line of a Variable Width Utility Easement described concurrently, a distance of 25.00 feet to a point;

N 85°57'35" E, a distance of 25.00 feet to the POINT OF BEGINNING, and containing 0.014 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 3, 2016
JOB NO. 8134-01
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\
WORD\8134-01_ESSS_P275E-4-0.014 AC.docx



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



Date: Oct 03, 2016, 1:28pm User: JD: M0220
 File: N:\CME\8134-01 San Pedro Creek\2016 EXHIBITS\8134-01_ESS_P275E-4.dwg

Parcel No. P-164FS-1
Project Name: San Pedro Creek
Page 1 of 2

Metes and Bounds Description
for a
0.009 Ac. Tract
(390 sq. ft.)

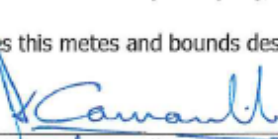
Being 0.009 acre of land (390 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.009 acre tract (390 sq. ft.) being more particularly described as follows:

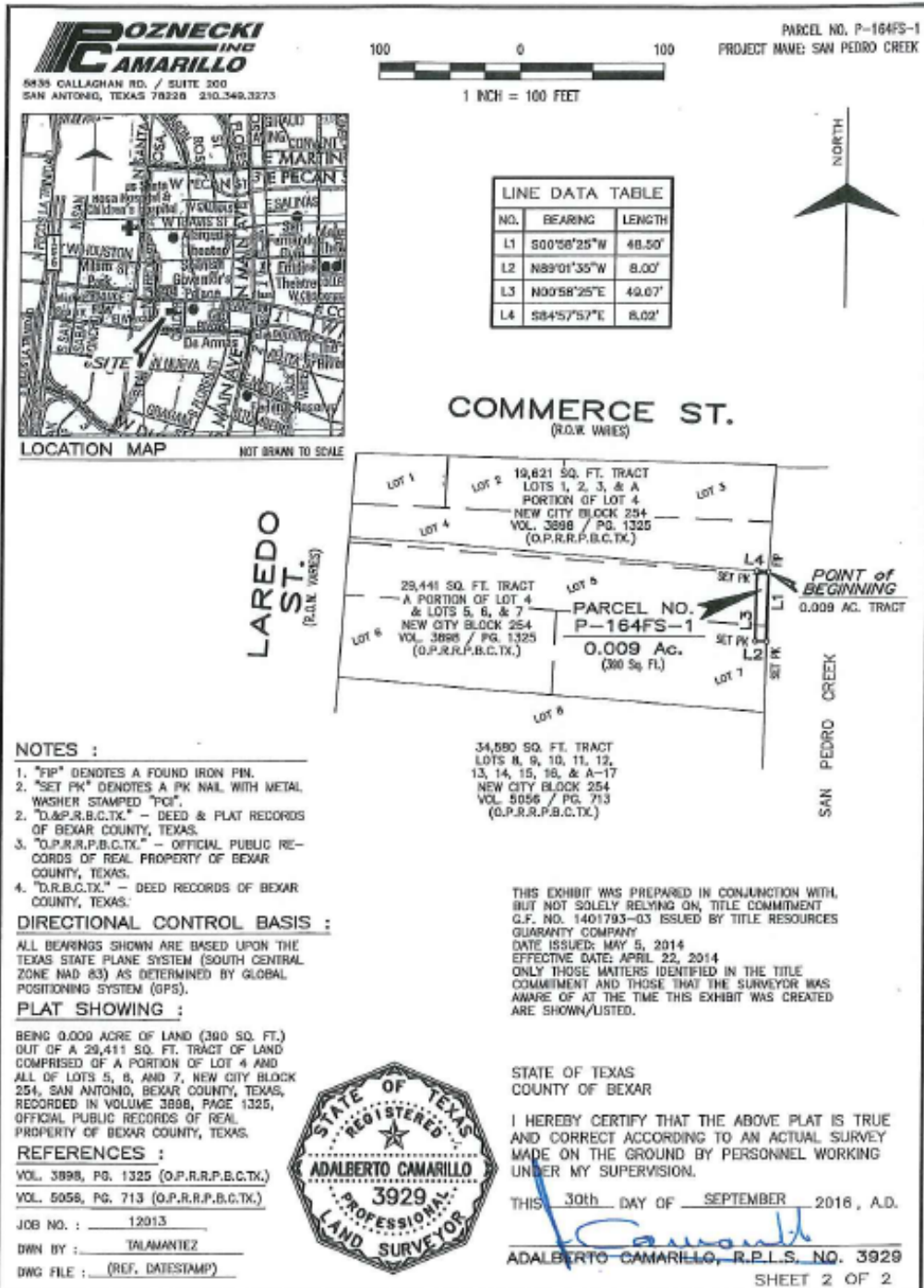
Beginning at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the northeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence S 00°58'25" W, 48.50 feet along the said west right-of-way line to a PK Nail set for the southeast corner of the tract herein described;
2. Thence N 89°01'35" W, 8.00 feet departing the west right-of-way line of the San Pedro Creek to a PK Nail set for the southwest corner of the tract herein described;
3. Thence N 00°58'25" E, 49.07 feet crossing the said Lot 7, Lot 5, and a portion of Lot 4 to a set PK Nail located on the common line between the said 29,441 Sq. Ft. and 19,621 Sq. Ft. tracts for the northwest corner of the tract herein described;
4. Thence S 84°57'57" E, 8.02 feet along the said common line to the **Point of Beginning** and containing 0.009 acre of land (390 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



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***NEW SURVEY TO BE PROVIDED (SAME AREA - SUBSURFACE)**

Parcel No. P-164E-2
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.025 Ac. Tract
(1,082 sq. ft.)

Being 0.025 acre of land (1,082 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.025 acre tract (1,082 sq. ft.) being more particularly described as follows:

Beginning at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said Mag Nail with Washer being the southeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 15.03 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 98.18 feet departing the said common line and crossing the said Lots 7, 5, and a portion of Lot 4 to a point located on the common line between the said 29,411 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1,2,3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being the northwest corner of the tract herein described;
3. Thence S 84°57'57" E, 7.02 feet along the said common line to a point for the most northeasterly corner of the tract herein described;
4. Thence S 00°58'25" W, 49.07 feet crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
5. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek and being an angle point corner of the tract herein described;


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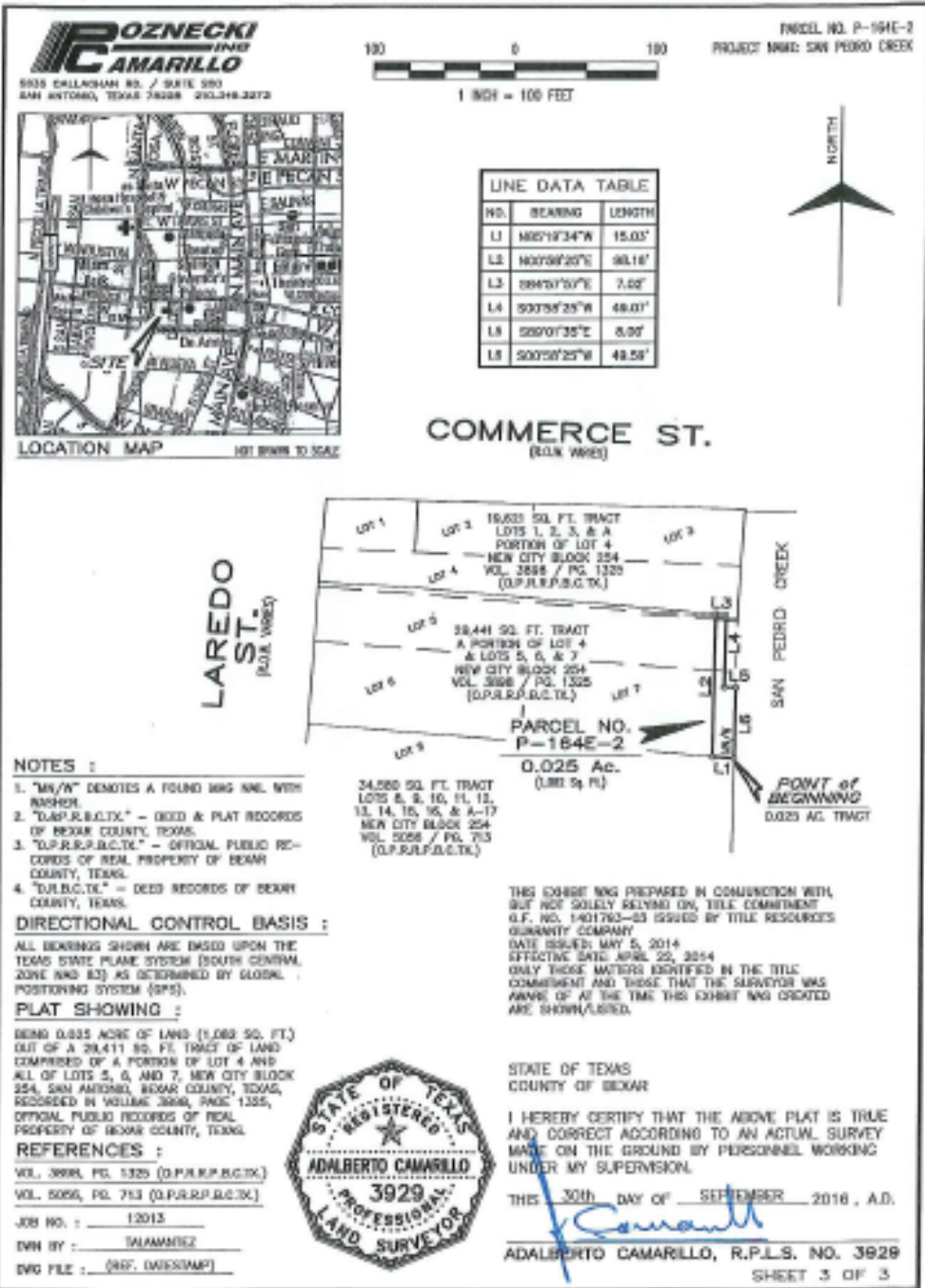
Parcel No. P-164E-2
Project Name: San Pedro Creek
Page 2 of 3

6. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.025 acre of land (-,082 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



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***NEW SURVEY TO BE PROVIDED (SAME AREA - SUBSURFACE)**

Parcel No. P-163E-1
Project Name: San Pedro Creek
Page 1 of 2

Metes and Bounds Description
for a
0.004 Ac. Tract
(199 sq. ft.)

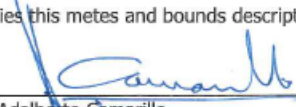
Being 0.004 acre of land (199 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.004 acre tract (199 sq. ft.) being more particularly described as follows:

Beginning at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 19,621 Sq. Ft. tract and of a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the southeast corner of the said 19,621 Sq. Ft. tract and of the tract herein described;

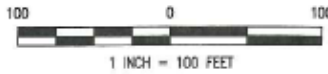
1. Thence N 84°57'57" W, 15.04 feet departing the said west right-of-way line and continuing along the common line between the said 19,621 Sq. Ft. and 29,441 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 12.75 feet departing the said common line to a point for the northwest corner of the tract herein described;
3. Thence S 87°04'06" E, 15.58 feet to a point located on the west right-of-way line of the San Pedro Creek for the northeast corner of the tract herein described;
4. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.004 acre of land (199 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
October 7, 2016

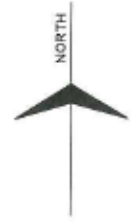
ROZNECKI
INC
AMARILLO
9835 CALLAGHAN RD. / SUITE 300
SAN ANTONIO, TEXAS 78228 210.349.3273



PARCEL NO. P-163E-1
PROJECT NAME: SAN PEDRO CREEK

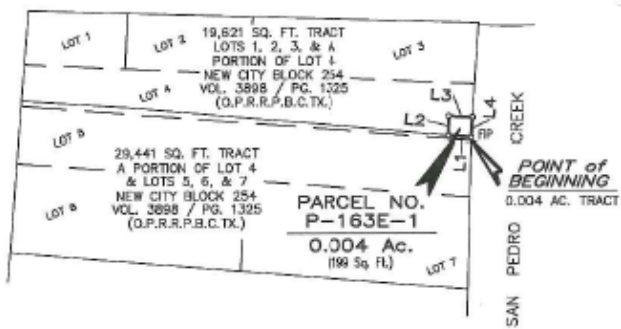


LINE DATA TABLE		
NO.	BEARING	LENGTH
L1	N84°57'57"W	15.04'
L2	N00°58'25"E	12.75'
L3	S87°04'08"E	15.58'
L4	S03°26'11"W	13.28'



COMMERCE ST.
(R.O.W. VARIES)

LAREDO ST.
(R.O.W. VARIES)



- NOTES :**
- "PIP" DENOTES A FOUND IRON PIN.
 - "D.&P.R.B.C.TX." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
 - "O.P.R.R.P.B.C.TX." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
 - "D.R.B.C.TX." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :
ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :
BEING 0.004 ACRE OF LAND (199 SQ. FT.) OUT OF A TRACT OF LAND COMPRISED OF ALL OF LOTS 1, 2, 3, AND A PORTION OF LOT 4, NEW CITY BLOCK 254, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 3898, PAGE 1325, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :
VOL. 3898, PG. 1325 (O.P.R.R.P.B.C.TX.)
VOL. 5056, PG. 713 (O.P.R.R.P.B.C.TX.)
JOB NO. : 12013
DWN BY : TALAMANTEZ
DWG FILE : (REF. DATESTAMP)



THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, TITLE COMMITMENT G.F. NO. 1400762-03 ISSUED BY TITLE RESOURCES GUARANTY COMPANY
DATE ISSUED: APRIL 10, 2014
EFFECTIVE DATE: MARCH 27, 2014
ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WAS AWARE OF AT THE TIME THIS EXHIBIT WAS CREATED ARE SHOWN/LISTED.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 7th DAY OF OCTOBER 2016, A.D.

Adalberto Camarillo
ADALBERTO CAMARILLO, R.P.L.S. NO. 3929
SHEET 2 OF 2

HN:\Jobs\12\013\Techprod\Survey\LD\12013_S\dwg\Civil\3 (2012)\12013 Easements(2).dwg 10/07/2016

Parcel No. P-164E-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.031 Ac. Tract
(1,369 sq. ft.)

Being 0.031 acre of land (1,369 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.031 acre tract (1,369 sq. ft.) being more particularly described as follows:

Beginning at a point located on the common line between the said 29,441 Sq. Ft. tract and a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point being N 85°19'34" W, 15.03 feet along the said common line from a found Mag Nail with Washer being the common easterly corner of the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts and being located on the west right-of-way line of the San Pedro Creek; said point of beginning being the most southeasterly corner of the tract herein described;


1. Thence N 85°19'34" W, 14.03 feet along the said common line to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 90.35 feet departing the said common line and crossing the said Lots 7 and 5 to a point for the northwest corner of the tract herein described;
3. Thence S 89°01'35" E, 21.00 feet to a point for the northeast corner of the tract herein described;
4. Thence S 00°58'25" W, 14.00 feet to an angle point corner of the tract herein described;
5. Thence N 89°01'35" W, 7.00 feet to an angle point corner of the tract herein described;

Parcel No. P-164E-1
Project Name: San Pedro Creek
Page 2 of 3

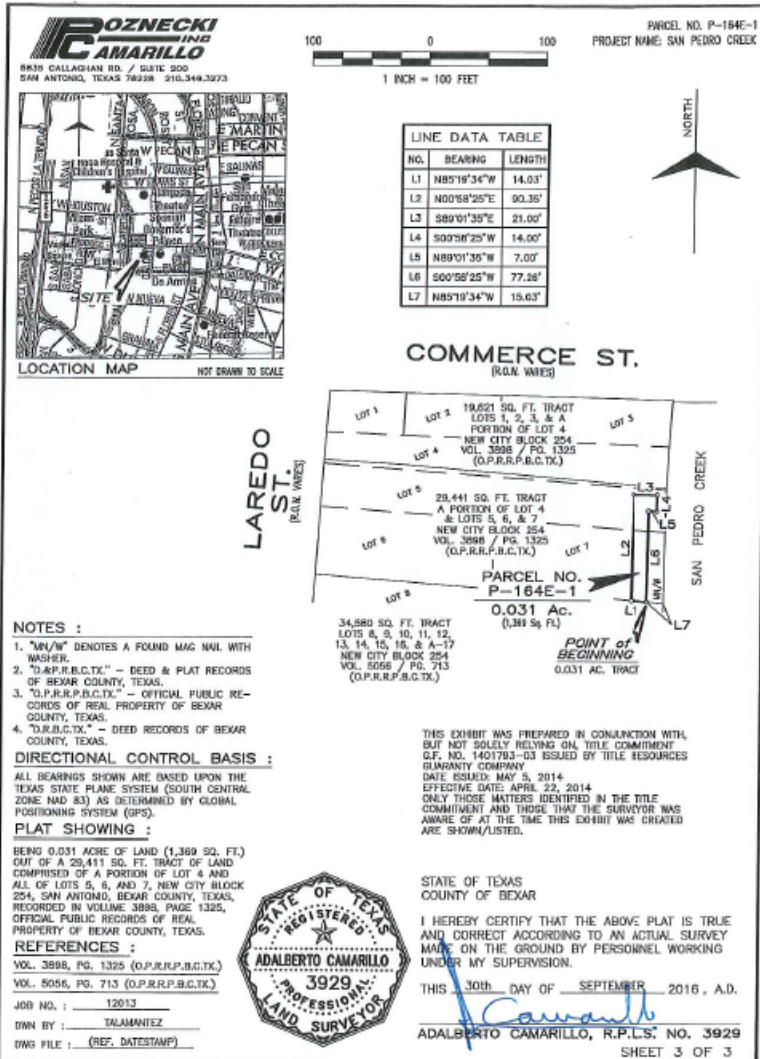
6. Thence S 00°58'25" W, 77.26 feet crossing the said Lots 5 and 7 to the **Point of Beginning** and containing 0.031 acre of land (1,369 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



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Parcel No. P-192E-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.102 Ac. Tract
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

Beginning at a point located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said point being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a point located at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said point being the most westerly corner of the said 0.102 acre tract and of the tract herein described;
2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northerly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;
3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and continuing along the common line between the said 0.102 acre tract, the said 0.577 acre tract, and a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas to a point located on the northwest right-of-way line of San Pedro Creek; said point being the most easterly corner of the said 0.102 acre tract and of the tract herein described;


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Parcel No. P-192E-1
Project Name: San Pedro Creek
Page 2 of 3

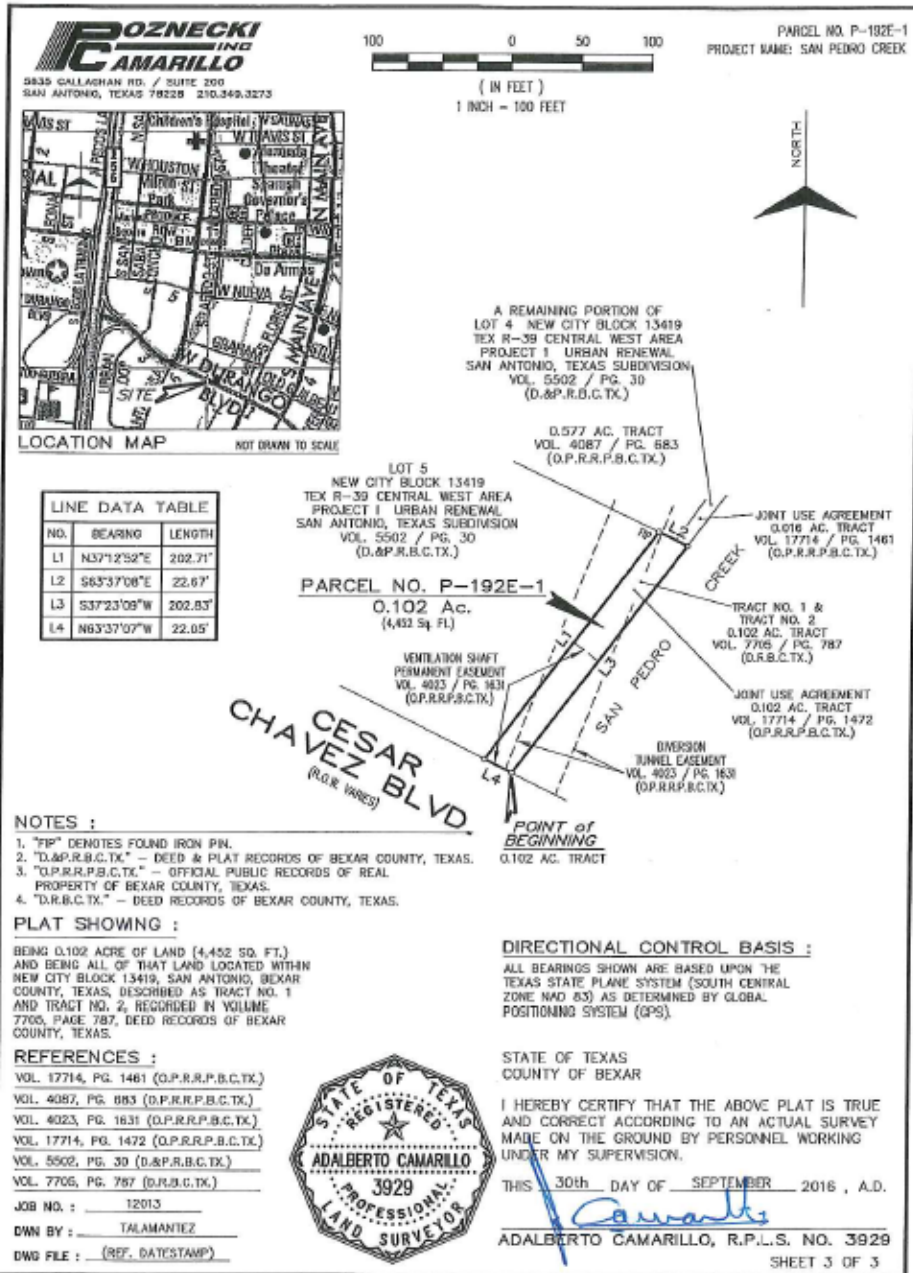
4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



H:\Jobs\12\013\Techprod\Survey\12013_S\dwg\12013 Parcels 2 (CDSR) Properties.dwg 09/30/2016

Parcel No. P-100E-2
Project Name: San Pedro Creek
Page 1 of 2

Metes and Bounds Description
for a
0.008 Ac. Tract
(353 sq. ft.)

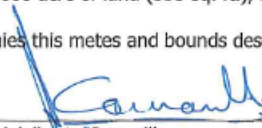
Being 0.008 acre of land (353 sq. ft.) out of the San Pedro Creek right-of-way, San Antonio, Bexar County, Texas; said 0.008 acre tract (353 sq. ft.) being more particularly described as follows:

Beginning at a point located on the common line between the San Pedro Creek and a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being S 00°58'25" W, 5.86 feet along the said common line from a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the northwest corner of the tract herein described;

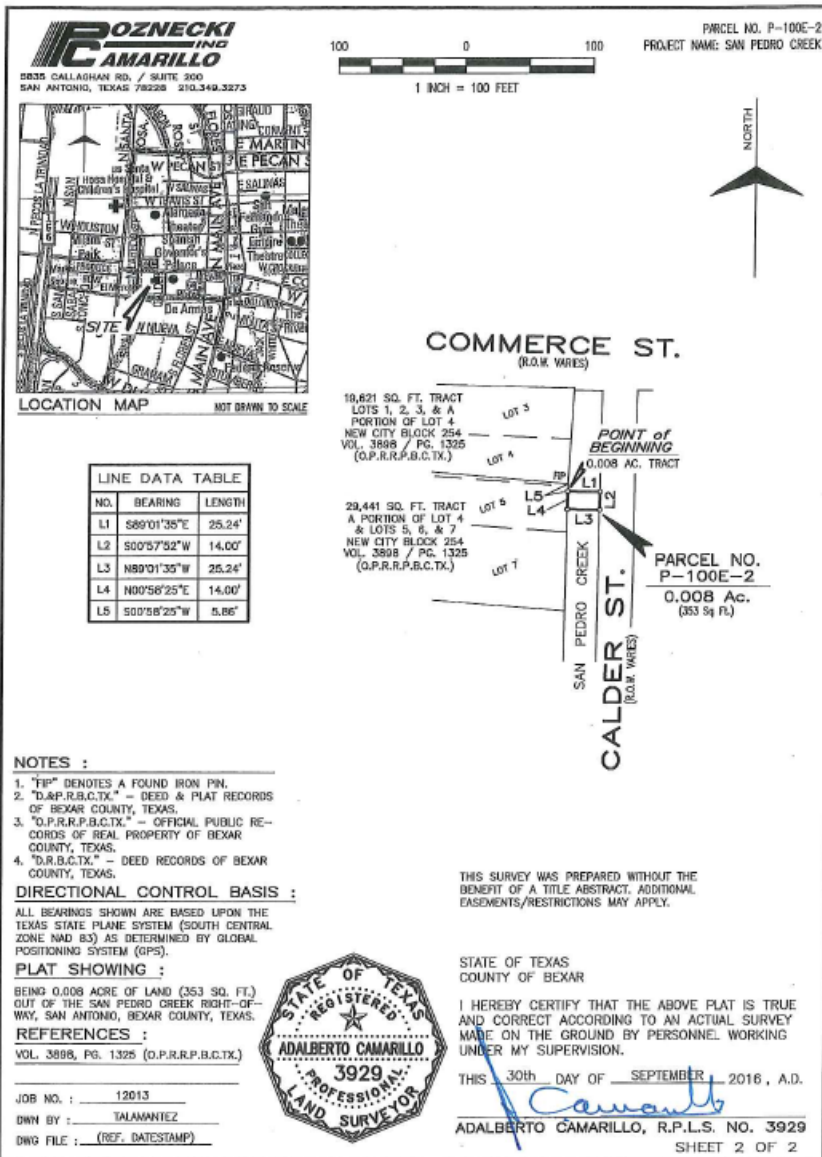
1. Thence S 89°01'35" E, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and Calder St.; said point being the northeast corner of the tract herein described;
2. Thence S 00°57'52" W, 14.00 feet along the said common line to a point for the southeast corner of the tract herein described;
3. Thence N 89°01'35" W, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and the said 29,441 Sq. Ft. tract; said point being the southwest corner of the tract herein described;
4. Thence N 00°58'25" E, 14.00 feet along the said common line to the **Point of Beginning** and containing 0.008 acre of land (353 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016

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Attachment II: Form of Deed and Contracts

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Temporary Construction Easement

Authorizing Ordinance:

SP No.:

Grantor: City of San Antonio, a Texas Municipal Corporation

Grantor's Address: City Hall, P.O. Box 839966, San Antonio, Texas 3966
 (Attention: Director, Transportation and Capital
 Improvements Department)

Grantee San Antonio River Authority, a political subdivision of
 the
 State of Texas

Grantee's Address: 100 E. Guenther Street, San Antonio, Texas 78204

Purpose of Easement: Temporary easement for the construction of the San
 Pedro Creek Improvements Project as demonstrated by
 the Cooperative Agreement between Bexar County,
 Texas, and the San Antonio River Authority to complete
 the design for the San Pedro Creek Improvements
 Project approved by San Antonio River Authority on
 January 15, 2014 and Bexar County on February 18,
 2014 (the "Project"), and associated ingress and egress.

Description of Servient Estate: An approximately 30,717 square foot tract out of a
 19,621 sq. ft. tract of land comprised of all of Lots 1, 2
 3, and a portion of Lot 4, New City Block 254, San

Antonio, Bexar County, Texas, and out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas, and said land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

Expiration: This easement expires May 30, 2019.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the benefits accruing to Grantors a temporary construction easement over, across, under and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above and does not grant authority to use any area beyond the Premises. This easement is non-exclusive and limited to the stated Term. Grantor reserves the right to develop the Servient Estate in any manner that Grantor may deem prudent or expedient which does not interfere with the easement purpose.

This easement is granted upon the following conditions:

- (a.) Grantor's use, operations and public services must not be interrupted on the Servient Estate and the Servient Estate must be restored to its original condition, or better, upon any work by Grantee being completed.
- (b.) Grantor may continue to use the loading dock located on the Servient Estate. Grantee shall not block Grantor's access to the loading dock, and shall immediately remove any materials or use which block access upon written notice from Grantor. Should Grantee not remove such materials or use within 5 days, Grantor may revoke this easement by filing notice of such in the Bexar County property records.
- (c.) Grantee releases Grantor from any and all liabilities which may be incurred in connection with this request and agrees to hold Grantor harmless from and against any and all liens and any other loss, damage or liability which Grantor may incur in the granting this easement.
- (d.) Grantee shall add City, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Grantee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Grantee.

This easement shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, personal representatives, mortgagees, successors and assigns. Additionally, this easement shall be interpreted and construed in accordance with the laws of the State of Texas.

To Have and To Hold the above described easement and rights unto Grantee, its successors and assigns, until this easement expires.

Witness my hand, this _____ day of _____, 2016.

Grantor:
City of San Antonio, a Texas municipal corporation

Grantee:
San Antonio River Authority, a political subdivision of the State of Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

State of Texas §
 §
County of Bexar §

This instrument was acknowledged before me this date by _____, of the City of San Antonio, a Texas municipal corporation, in the capacity therein stated and on behalf of that entity.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

State of Texas §
 §
County of Bexar §

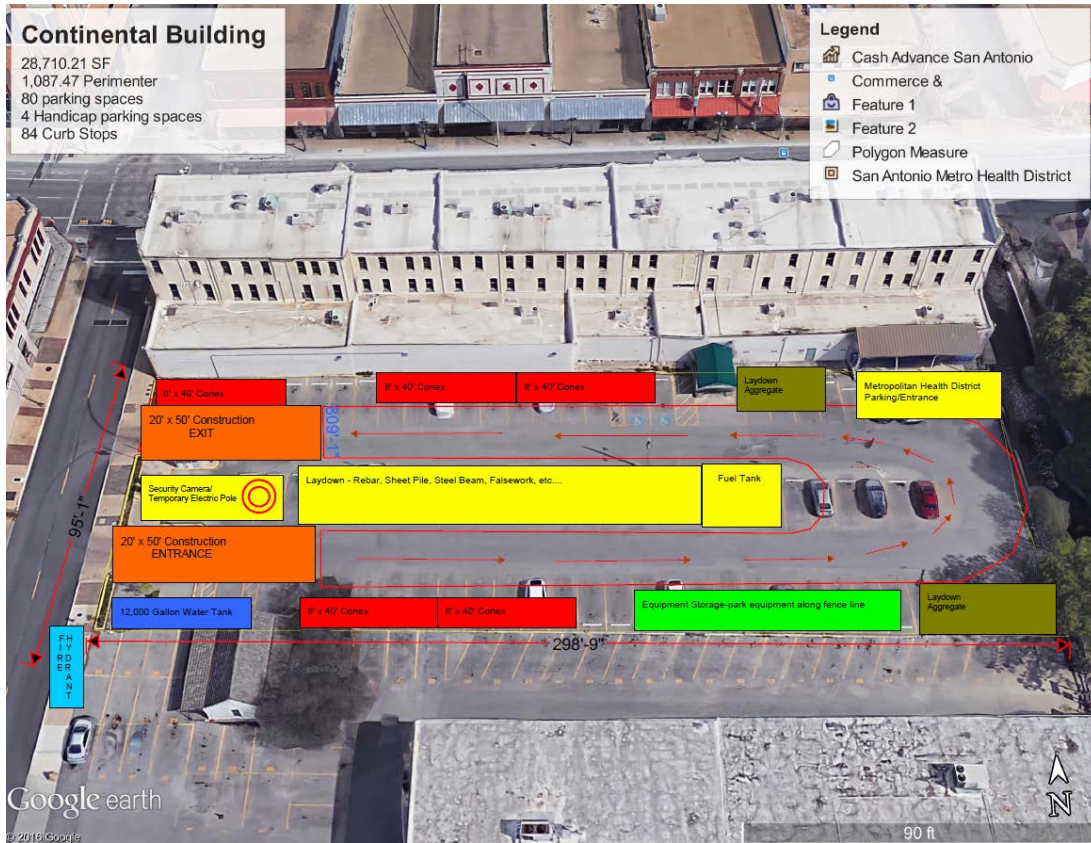
This instrument was acknowledged before me this date by _____, of the San Antonio River Authority, a political subdivision of the State of Texas, in the capacity therein stated and on behalf of that entity.

Date: _____

Notary Public, State of Texas

My Commission expires: _____

EXHIBIT A



Parcel No. P-164TCE-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.705 Ac. Tract
(30,717 sq. ft.)

Being 0.705 acre of land (30,717 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, both tracts being recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.705 acre tract (30,717 sq. ft.) being more particularly described as follows:

Beginning at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the most southeasterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 301.38 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts to a point located on the east right-of-way line of Laredo St. and being the common westerly corner of the said 29,441 Sq. Ft. and said 34,580 Sq. Ft. tracts of land; said point being the most southwesterly corner of the said 29,441 Sq. Ft. tract and of the tract herein described;
2. Thence N 03°59'36" E, 97.53 feet departing the said common line and continuing along the said east right-of-way line to a point for the northwest corner of the tract herein described;
3. Thence S 86°47'29" E, 148.42 feet departing the said east right-of-way and crossing the said Lot 4 to an angle point corner of the tract herein described;
4. Thence N 02°55'54" E, 5.37 feet to an angle point corner of the tract herein described;

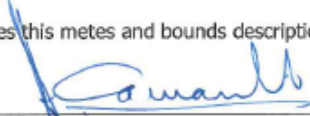
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Parcel No. P-164TCE-1
Project Name: San Pedro Creek
Page 2 of 3

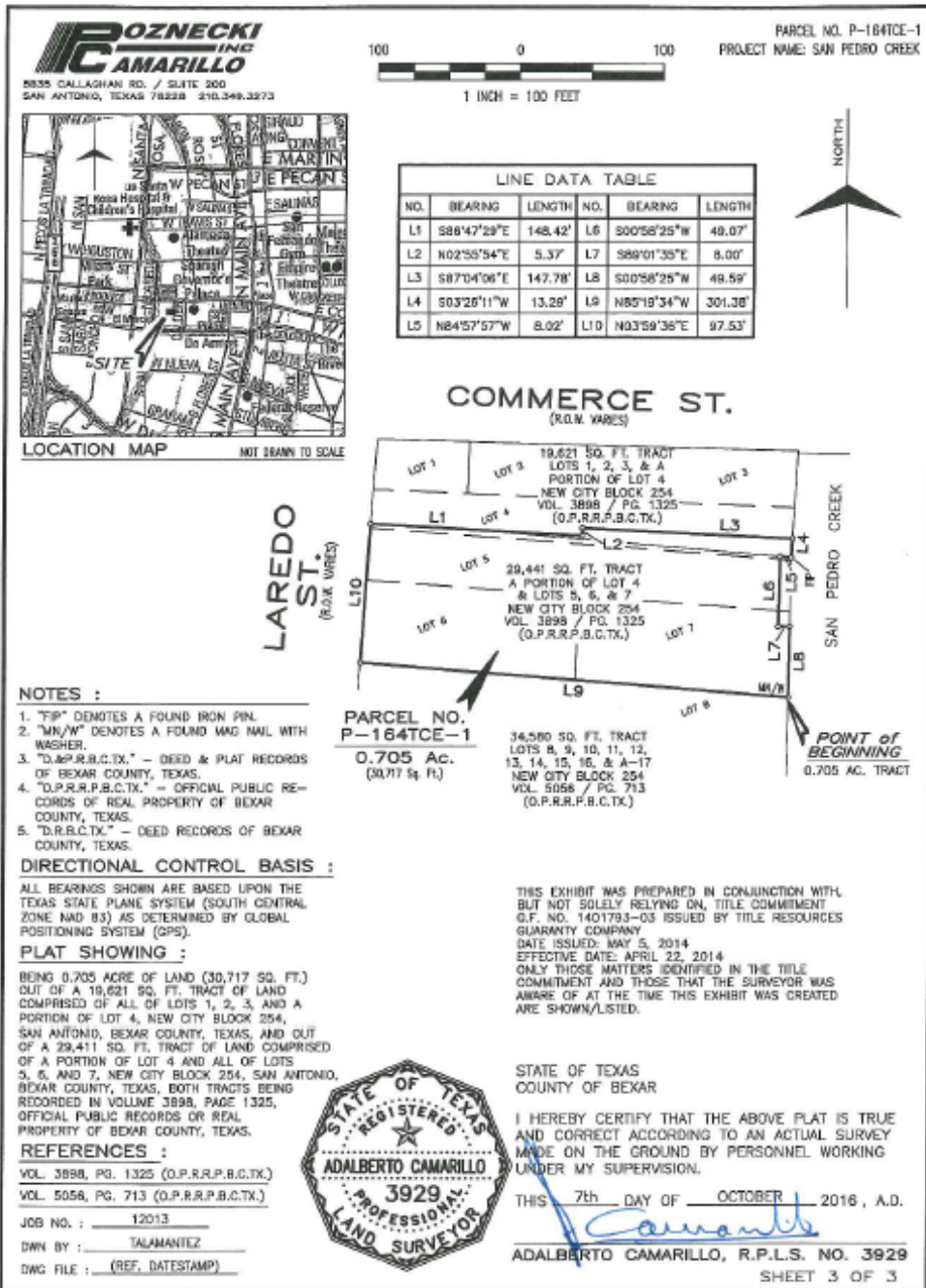
5. Thence S 87°04'06" E, 147.78 feet crossing the said Lot 4 to a point located on the west right-of-way line of the San Pedro Creek and being the northeast corner of the tract herein described;
6. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts; said iron pin being an angle point corner of the tract herein described;
7. Thence N 84°57'57" W, 8.02 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and said 19,621 Sq. Ft. tracts to a point for an angle point corner of the tract herein described;
8. Thence S 00°58'25" W, 49.07 feet departing the said common line and crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
9. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek for an angle point corner of the tract herein described;
10. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.705 acre of land (30,717 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
October 7, 2016



SEWER JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the San Antonio Water System, hereinafter referred to as “SAWS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS’ wastewater utility service in the area in which the Joint Use Area is located.
- c. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
- d. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
- e. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User’s activities under this JUA.
- f. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial SAWS contact is _____, _____, xxx-xxxx, _____@saws.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283
Attn: Real Estate Manager, TCI

JOINT USER
San Antonio Water System
2800 Highway 281 North
P.O. Box 2449
San Antonio, TX 78298
Attn: Manager Corporate Real Estate

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO, a corporation

SAN ANTONIO WATER SYSTEM, a Texas municipal a municipally owned utility of the City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and Capital Improvements

Nancy Belinsky
Vice President and General Counsel

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires:_____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires:_____

EXHIBIT A

References to “easement” are not indicative of any rights granted by City to SAWS.

A 0.090 of an acre (3,957 square feet) tract of land, out of the Santa Rosa St. right of way, out of the San Pedro Creek right of way, and out of the Camaron St. right of way, San Antonio, Bexar County, Texas, said 3, 957 square foot area being depicted and described more particularly on the following page.

DRAFT

Parcel No. P100E-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.090 Ac. Tract
(3,957 sq. ft.)

Being 0.090 acre of land (3,957 sq. ft.) out of the Santa Rosa St. right-of-way, out of the San Pedro Creek right-of-way, and out of the Camaron St. right-of-way, San Antonio, Bexar County, Texas; said 0.090 acre tract (3,957 sq. ft.) being more particularly described as follows:

Beginning at a point being N 55°21'57" W, 255.55 feet from a found iron pin located at the intersection of the southeast right-of-way line of Santa Rosa St. with the southwest right-of-way line of Camaron St. and being the most northerly corner of a remaining portion of Lot 2, New City Block 14483, Tex R-78 Rosa Verde Project Unit 1-B Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 7800, Page 224 of the Deed and Plat Records of Bexar County, Texas;

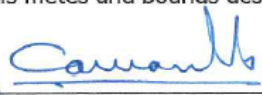
1. Thence N 76°28'36" W, 25.00 feet to an angle point corner of the tract herein described;
2. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
3. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
4. Thence N 13°31'24" E, 135.33 feet to an angle point corner of the tract herein described;
5. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
6. Thence N 13°31'24" E, 25.00 feet to an angle point corner of the tract herein described;
7. Thence S 76°28'36" E, 25.00 feet to an angle point corner of the tract herein described;

Parcel No. P100E-1
Project Name: San Pedro Creek
Page 2 of 3

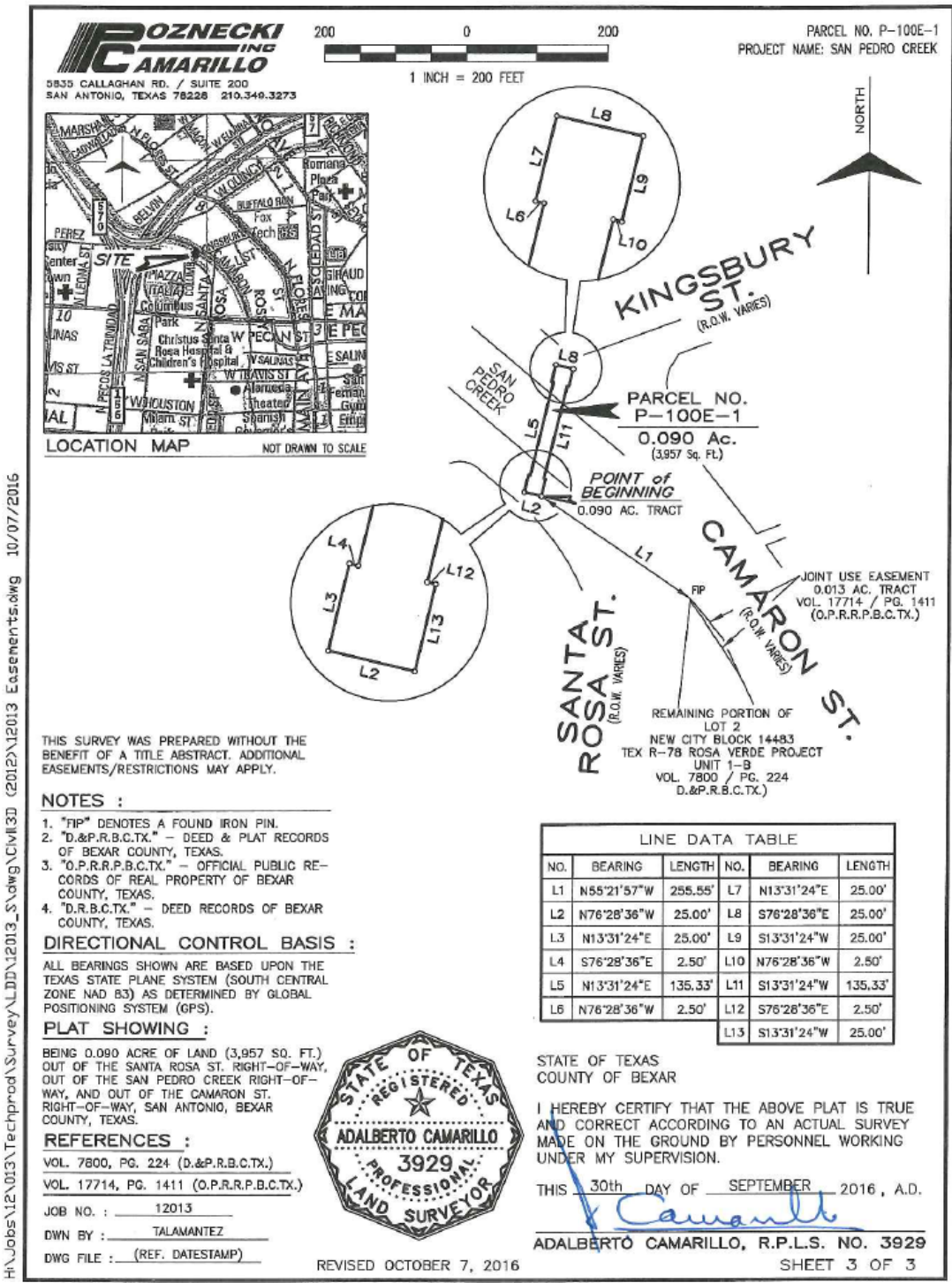
8. Thence S 13°31'24" W, 25.00 feet to an angle point corner of the tract herein described;
9. Thence N 76°28'36" W, 2.50 feet to an angle point corner of the tract herein described;
10. Thence S 13°31'24" W, 135.33 feet to an angle point corner of the tract herein described;
11. Thence S 76°28'36" E, 2.50 feet to an angle point corner of the tract herein described;
12. Thence S 13°31'24" W, 25.00 feet to the **Point of Beginning** and containing 0.090 acre of land (3,957 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



H:\Jobs\12\013\Techprod\Survey\12013_S\dwg\CIVIL3D (2012)\12013 Easements.dwg 10/07/2016

SEWER JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the San Antonio Water System, hereinafter referred to as “SAWS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- b. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS’ wastewater utility service in the area in which the Joint Use Area is located.
- c. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
- c. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
- d. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User’s activities under this JUA.
- e. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial SAWS contact is _____, _____, xxx-xxxx, _____@saws.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283
Attn: Real Estate Manager, TCI

JOINT USER
San Antonio Water System
2800 Highway 281 North
P.O. Box 2449
San Antonio, TX 78298
Attn: Manager Corporate Real Estate

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO, a corporation

SAN ANTONIO WATER SYSTEM, a Texas municipal a municipally owned utility of the City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and Capital Improvements

Nancy Belinsky
Vice President and General Counsel

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires: _____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires: _____

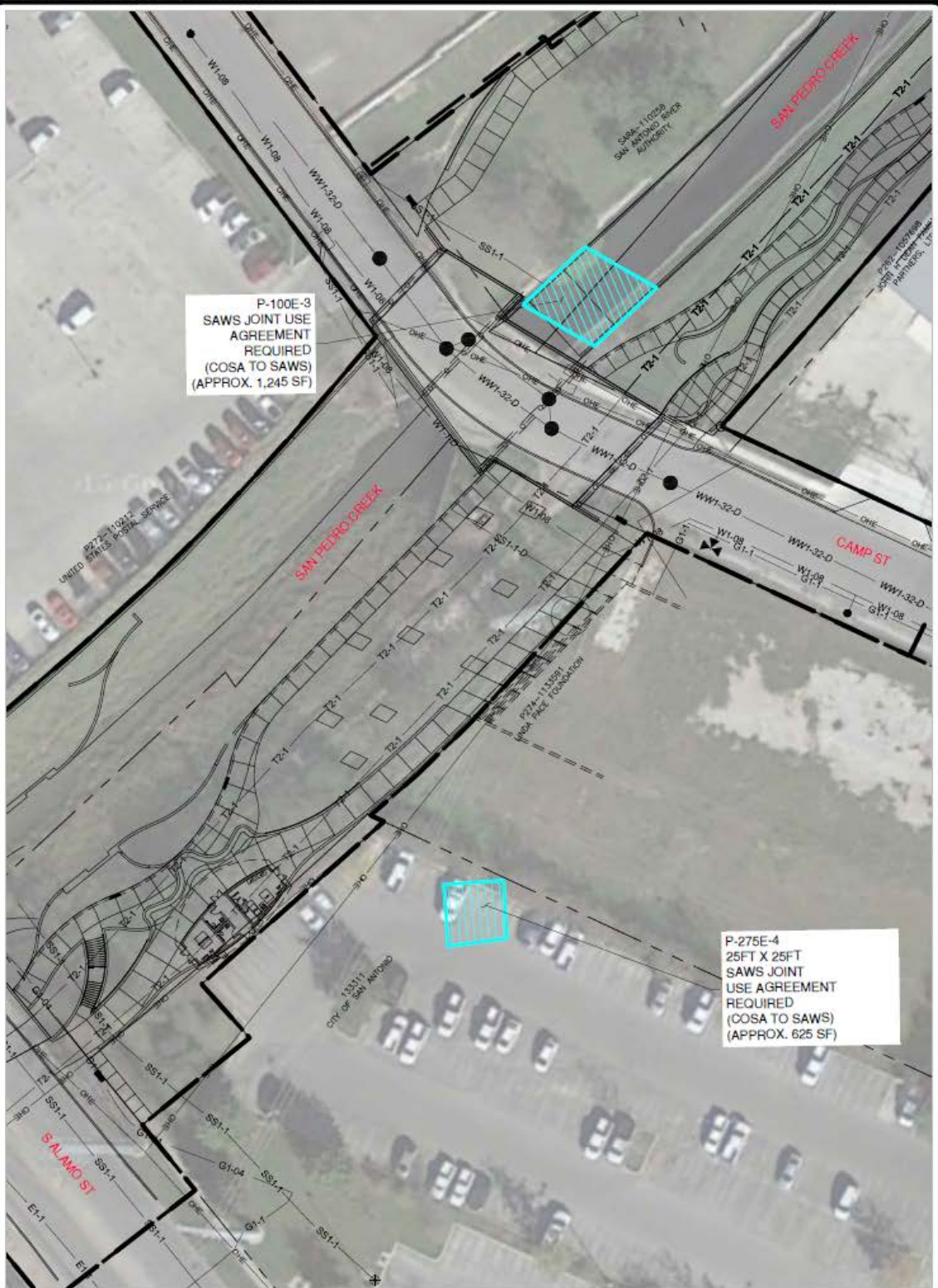
EXHIBIT A

References to "easement" are not indicative of any rights granted by City to SAWS.
P-100E-3

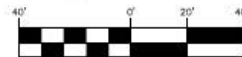
An approximately 1,245 square feet tract of land north of Camp Street out of the remaining portion of Lots 1 and 2 of New City Block 2554 of the City of San Antonio, Bexar County, Texas, said 1,245 square feet area being depicted and described more particularly on the following page.

DRAFT

FILE: P:\01134\01\Subsurface\2016\Information\Utility Conflict\SAWS\UTU71-0424-01.dwg



SCALE: 1" = 40'



JOB NO. 0134-01
DATE SEPT 2016
DESIGNER SD
CHECKED SD DRAWN JM
SHEET 4 OF 4

SAN PEDRO CREEK IMPROVEMENTS
SAN ANTONIO, TEXAS

JOINT USE AGREEMENT - City of San Antonio

PAPE-DAWSON ENGINEERS

PAPE-DAWSON ENGINEERS, INC. 10000 N. LOOP WEST, SUITE 1000, DALLAS, TEXAS 75243-1000
TELEPHONE: 972.443.1100 FAX: 972.443.1101
WWW.PAPE-DAWSON.COM



PROJECT NAME: SAN PEDRO CREEK
PARCEL NO. P-100E-3

METES AND BOUNDS DESCRIPTION
FOR
A 0.029 OF AN ACRE (1,245 SQUARE FEET)
VARIABLE WIDTH JOINT USE AGREEMENT

A 0.029 of an acre, or 1,245 square feet more or less, agreement, out of the remaining portion of Lots 1 and 2 of New City Block (N.C.B.) 2554 of the City of San Antonio, Bexar County, Texas, said Lot 1 and 2 being described in conveyance to San Antonio River Authority in Volume 4775, Page 430 of the Deed Records of Bexar County, Texas, and being out of Tract F-1 19,496 square foot tract, described in the San Antonio River Authority Ordinance 0-404 recorded in Volume 5533, Page 176 of the Deed Records of Bexar County, Texas, said Tract F-1 being also described in conveyance to the San Antonio River Authority in Volume 5533, Page 187 of the Deed Records of Bexar County, Texas, in the City of San Antonio, Bexar County, Texas. Said 0.029 of an acre agreement, being more fully described as follows, with bearings based on the North American Datum of 1983 NAD 83 (2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found mag nail and washer, the southeast corner of said Tract F-1, on the north right-of-way line of Camp Street, a variable width right-of-way;

THENCE: N 47°31'46" W, departing the north right-of-way line of said Camp Street, with the east line of said Tract F-1, a distance of 14.53 feet to the POINT OF BEGINNING of the herein described easement;

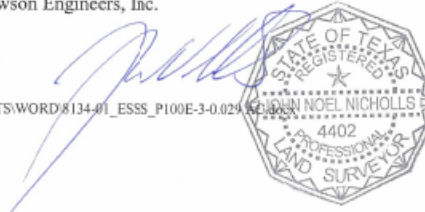
THENCE: N 60°13'38" W, departing the east line of said Tract F-1, over and across said Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the southeast line of Lot 24, N.C.B. 921 of the SARA #1 Subdivision recorded in Volume 5502, Page 131 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2" iron rod with a yellow cap marked "Pape-Dawson", the southeast corner of said Lot 24 bears a bearing and distance of S 47°34'10" W, 8.58 feet;

THENCE: N 47°34'10" E, the east line of said Lot 24, a distance of 35.73 feet to a point;

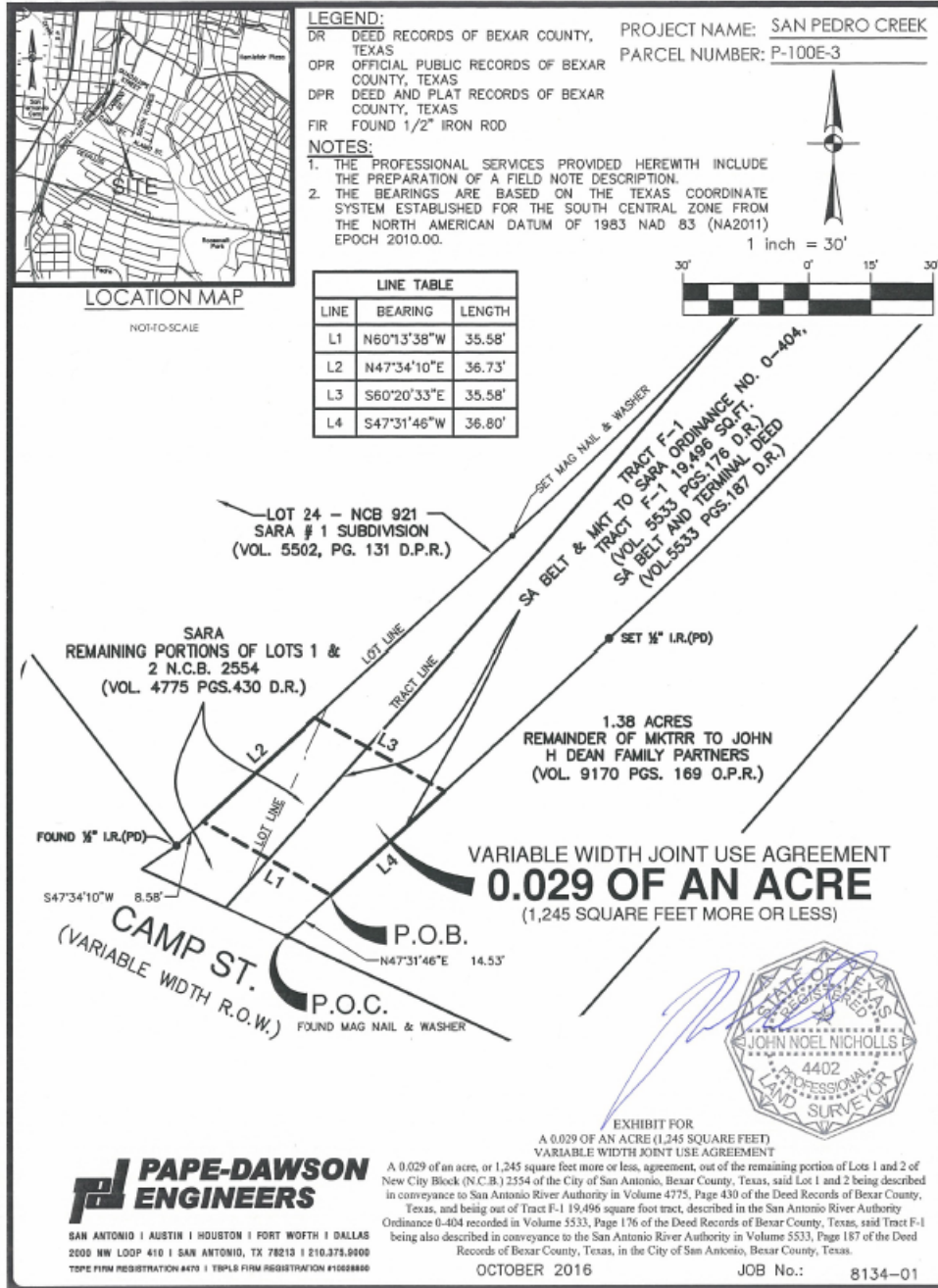
THENCE: S 60°20'33" E, departing the east line of said Lot 24, over and across Tract F-1, and said Lot 1 and 2, a distance of 35.58 feet to a point, on the east line of said Tract F-1;

THENCE: S 47°31'46" W, with the east line of said Tract F-1, a distance of 36.80 feet the POINT OF BEGINNING, and containing 0.029 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 3, 2016
JOB NO. 8134-01
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\WORD\8134-01_ESSS_P100E-3-0.029



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410, San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



SEWER JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the San Antonio Water System, hereinafter referred to as “SAWS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining a sanitary sewer main and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- c. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User (but not buildings, which City agrees not to construct in the Joint Use Area).
- b. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to SAWS’ wastewater utility service in the area in which the Joint Use Area is located.
- c. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and restore the Joint Use Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
- c. SAWS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by SAWS and any other financial loss sustained by SAWS, except to the extent caused by City;
- d. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User’s activities under this JUA.
- e. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by SAWS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, SAWS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, SAWS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by SAWS, SAWS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither SAWS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. SAWS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or SAWS on the Joint Use Area, including use for staging or storage of equipment, City and SAWS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial SAWS contact is _____, _____, xxx-xxxx, _____@saws.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth below. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283
Attn: Real Estate Manager, TCI

JOINT USER
San Antonio Water System
2800 Highway 281 North
P.O. Box 2449
San Antonio, TX 78298
Attn: Manager Corporate Real Estate

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO, a corporation

SAN ANTONIO WATER SYSTEM, a Texas municipal a municipally owned utility of the City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and Capital Improvements

Nancy Belinsky
Vice President and General Counsel

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires: _____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Nancy Belinsky, Vice President and General Counsel of the SAN ANTONIO WATER SYSTEM, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires: _____

EXHIBIT A

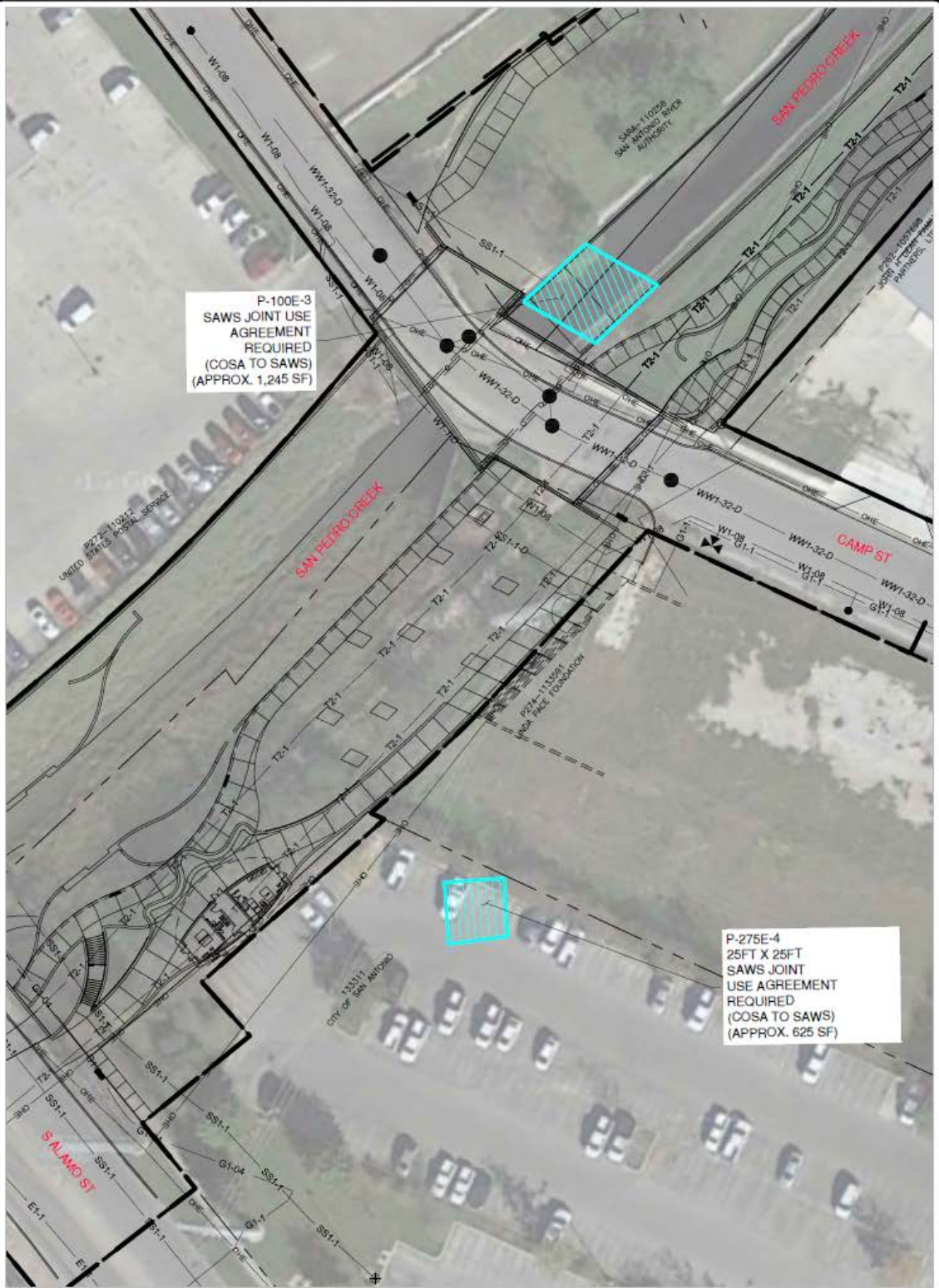
References to "easement" are not indicative of any rights granted by City to SAWS.

P-275E-4

A 25ft x 25 ft (625 square feet) tract of land, on Lot 1, Block 5 of the One Stop Development Center Subdivision, in New City Block 2561 San Antonio, Texas, recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas, said 625square foot area being depicted and described more particularly on the following page.

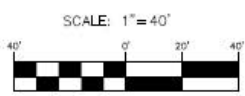
DRAFT

FILE: P:\01134\01\Subsurface\2016\Information\Utility Conflict\SAWS\UTU1-1024-01.dwg



P-100E-3
SAWS JOINT USE
AGREEMENT
REQUIRED
(COSA TO SAWS)
(APPROX. 1,245 SF)

P-275E-4
25FT X 25FT
SAWS JOINT
USE AGREEMENT
REQUIRED
(COSA TO SAWS)
(APPROX. 625 SF)



JOB NO.	0134-01
DATE	SEPT 2016
DESIGNER	SD
CHECKED	SD
DRAWN	JM
SHEET	4 OF 4

SAN PEDRO CREEK IMPROVEMENTS
SAN ANTONIO, TEXAS
JOINT USE AGREEMENT - CITY OF SAN ANTONIO

PAPE-DAWSON ENGINEERS

PAPE-DAWSON ENGINEERS, INC. | 10011 NORTH LOOP WEST, SUITE 200 | DALLAS, TEXAS 75243 | TEL: 972.242.1111 | WWW.PAPE-DAWSON.COM



PROJECT NAME: SAN PEDRO CREEK
PARCEL NO. P-275E-4

METES AND BOUNDS DESCRIPTION
FOR
A 0.014 OF AN ACRE (625 SQUARE FEET)
25X25-FOOT JOINT USE AGREEMENT

A 0.014 of an acre, or 625 square feet more or less, agreement, out of Lot 1, Block 5 of the One Stop Development Center Subdivision recorded in Volume 9553, Page 14 of the Deed and Plat Records of Bexar County, Texas, conveyed to the City of San Antonio, Texas Municipal Facilities Corporation in Volume 9200, Page 198 of the Official Public Records of Real Property of Bexar County, Texas, in New City Block (N.C.B.) 2561 of the City of San Antonio, Bexar County, Texas. Said 0.014 of an acre agreement, being more fully described as follows, with bearings based on the North American Datum of 1983 NAD 83 (2011) epoch 2010.00, from the Texas Coordinate System established for the South Central Zone:

COMMENCING: At a found ½" iron rod with a cap marked "KFW", the northeast corner of Lot 2, Block 5 of the Pace Foundation Exhibition Space recorded in Volume 9601, Page 80 of the Deed and Plat Records of Bexar County, Texas, the northwest corner of Lot 5, Block 4, N.C.B. 2561 of the City of San Antonio, Bexar County, Texas, on the south right-of-way line of Camp Street, a variable width right-of-way;

THENCE: S 24°58'12" W, departing the south right-of-way line of said Camp Street, with the east line of said Lot 2, the west line of said Lot 5, a distance of 159.78 feet to a found ½" iron rod with a cap marked "KFW", the southeast corner of said Lot 2, the southwest corner of said Lot 5, on the north line of said Lot 1;

THENCE: N 65°01'16" W, with the north line of said Lot 1, the south line of said Lot 2, a distance of 218.27 feet;

THENCE: Departing the north line of said Lot 1, the south line of said Lot 2, over and across said Lot 1, the following bearings and distances:

S 24°58'44" W, a distance of 1.53 feet to the POINT OF BEGINNING (GRID N: 13698029, GRID E: 2126919) of the herein described easement;

S 04°02'25" E, a distance of 25.00 feet to a point;

S 85°57'35" W, a distance of 25.00 feet to a point;

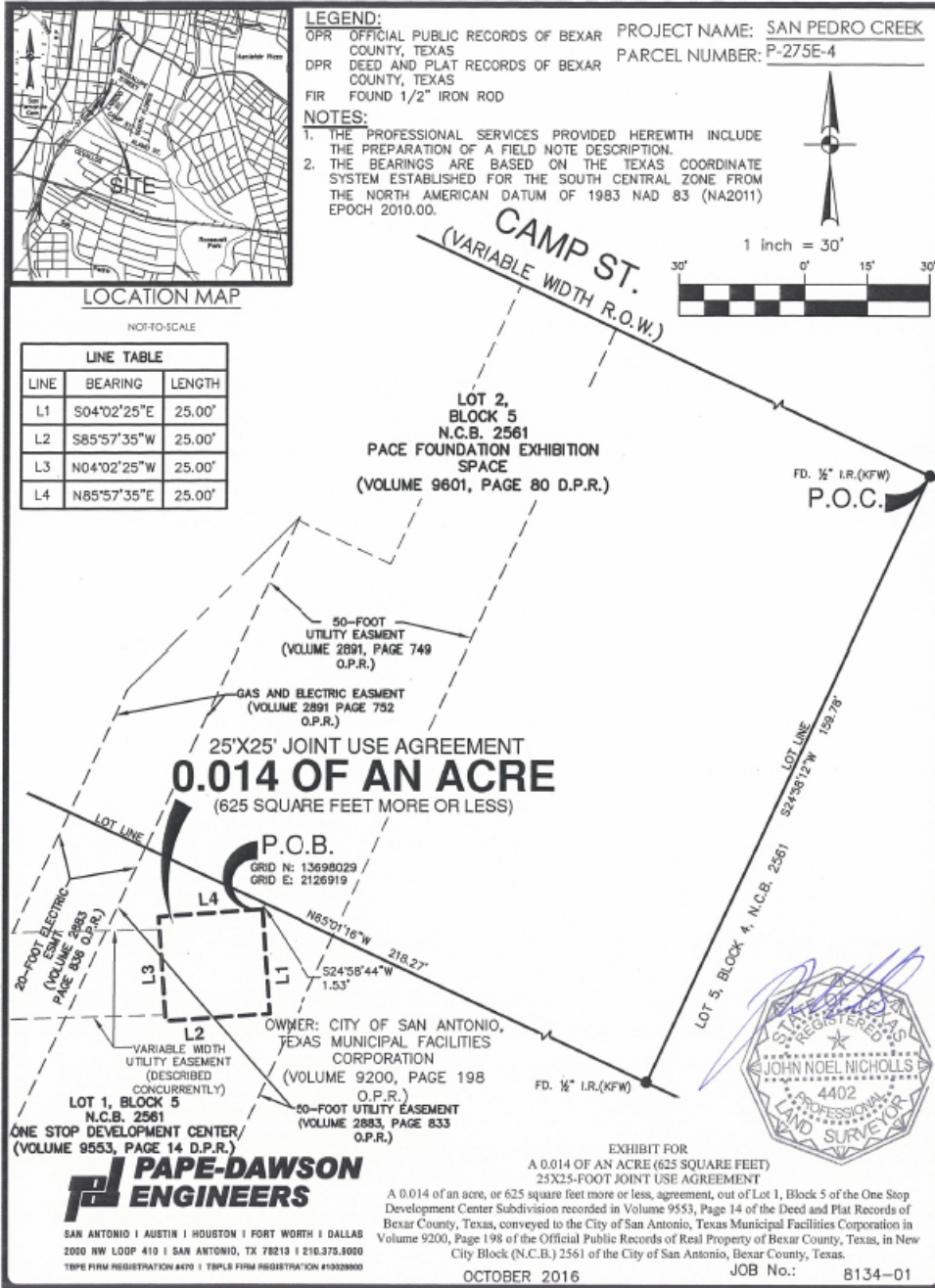
N 04°02'25" W, with an east line of a Variable Width Utility Easement described concurrently, a distance of 25.00 feet to a point;

N 85°57'35" E, a distance of 25.00 feet to the POINT OF BEGINNING, and containing 0.014 of an acre in the City of San Antonio, Bexar County, Texas. Said agreement being described in accordance with an Exhibit prepared under Job Number 8134-01 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: October 3, 2016
JOB NO. 8134-01
DOC. ID. N:\CIVIL\8134-01 San Pedro Creek\2016 EASEMENTS\
WORD\8134-01_ESSS_P275E-4-0.014 AC.docx



TBPE Firm Registration #470 | TBPLS Firm Registration #10028800
San Antonio | Austin | Houston | Fort Worth | Dallas
Transportation | Water Resources | Land Development | Surveying | Environmental
2000 NW Loop 410. San Antonio, TX 78213 T: 210.375.9000 www.Pape-Dawson.com



Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 §
County of Bexar §

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code §272.001 (1)

SP No./Parcel: P-164FS-1

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Mailing Address: City Hall, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attention: Director, TCI (Transportation and Capital Improvements Department))

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

Grantee: San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Mailing Address: 100 E. Guenther Street, San Antonio, Texas 78204

Consideration: Consideration for the granting of this deed shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: A parcel containing approximately 0.0009 acres (390 square feet), out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas and being more particularly described by metes and bounds on **Exhibit A**, which is incorporated herein by reference for all purposes as if fully set forth.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it unto Grantee and Grantee's heirs, successors, and assigns for so long as the Property is used for the construction, operation, maintenance, renovation and repair of the Property for the San Pedro Creek Improvements Project as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"), **Without Any Express Or Implied Warranty whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

If and when the Property is ever used for the purposes other than the construction, maintenance, renovation and repair of the San Pedro Creek Improvements Project, or is abandoned by Grantee, its successors and assigns, this conveyance shall be null and void, and title to the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such condition.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

- A. **Reservations:** Grantor reserves all groundwater rights for the use, benefit, and control of the San Antonio Water System.
- B. **Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. **Restrictions:** All covenants and restrictions affecting the Property.
- D. **Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. **Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by

acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____

Printed Name: _____

Title: _____

Date: _____

Attest:

City Clerk

Accepted:

San Antonio River Authority, a political subdivision of the State of Texas

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved As To Form:

City Attorney

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

After Recording, Return To:

San Antonio River Authority,
a political subdivision of the State of Texas
100 E. Guenther Street
San Antonio, Texas 78204

Exhibit A

Parcel No. P-164FS-1
Project Name: San Pedro Creek
Page 1 of 2

**Metes and Bounds Description
for a
0.009 Ac. Tract
(390 sq. ft.)**

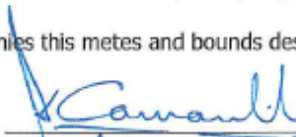
Being 0.009 acre of land (390 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.009 acre tract (390 sq. ft.) being more particularly described as follows:

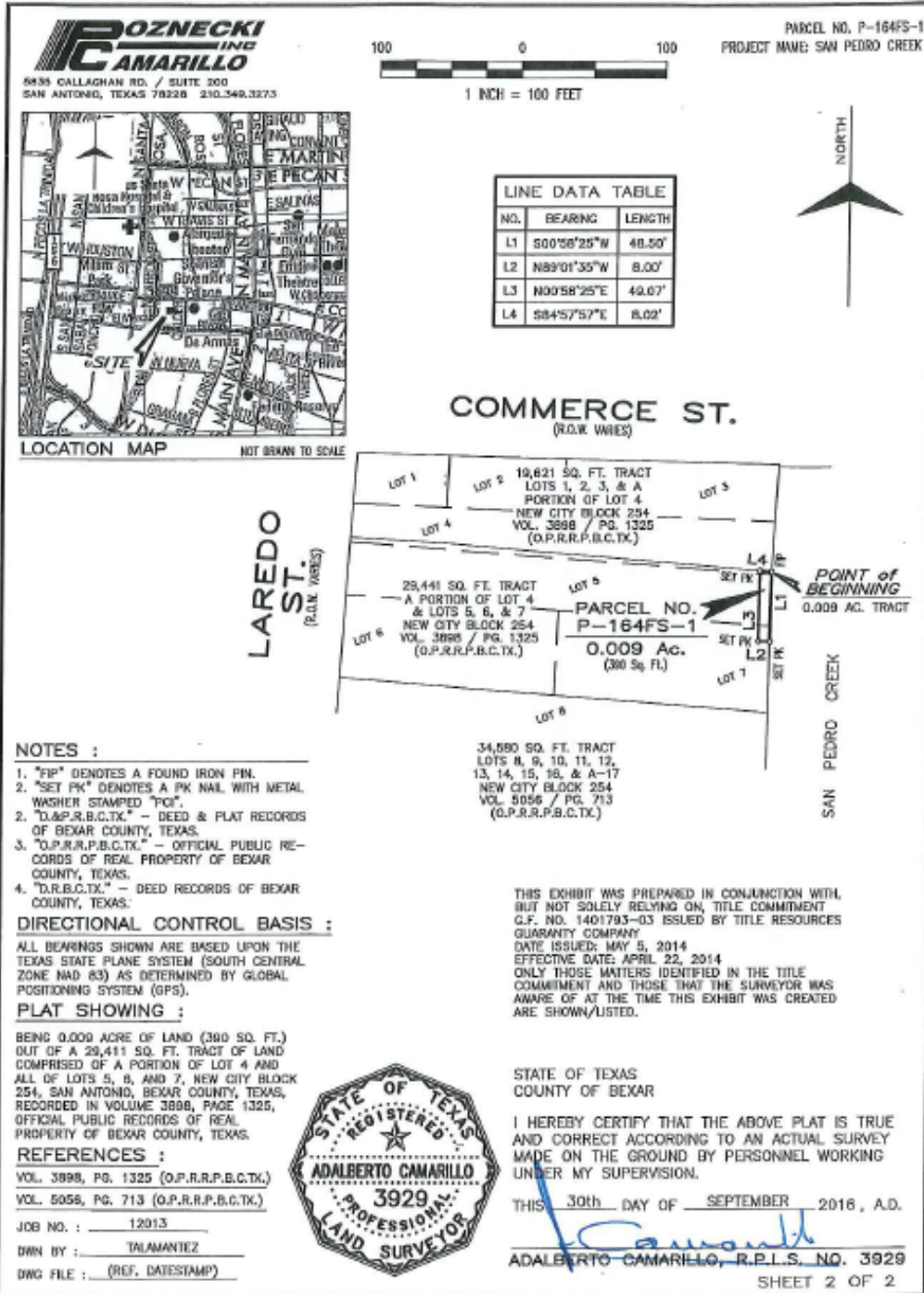
Beginning at a found Iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the northeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence S 00°58'25" W, 48.50 feet along the said west right-of-way line to a PK Nail set for the southeast corner of the tract herein described;
2. Thence N 89°01'35" W, 8.00 feet departing the west right-of-way line of the San Pedro Creek to a PK Nail set for the southwest corner of the tract herein described;
3. Thence N 00°58'25" E, 49.07 feet crossing the said Lot 7, Lot 5, and a portion of Lot 4 to a set PK Nail located on the common line between the said 29,441 Sq. Ft. and 19,621 Sq. Ft. tracts for the northwest corner of the tract herein described;
4. Thence S 84°57'57" E, 8.02 feet along the said common line to the **Point of Beginning** and containing 0.009 acre of land (390 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



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Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Easement

Authorizing Ordinance:

SP No.: Parcel P-163E-1

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Grantee San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Address: 100 E Guenther Street, San Antonio, Texas 78204

Purpose of Easement:

Constructing, reconstructing, inspecting, patrolling, maintaining, repairing, operating and replacing the San Pedro Creeks Improvement Project and associated facilities as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"); removing from the easement area obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted.

Description of Servient Estate:

Being 0.025 of an acre (1,082 sq. ft) out of a 29,411 sq. ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas and depicted on **Exhibit "A"**, which is incorporated herein by reference for all purposes as if fully set forth.

Consideration:

Consideration for the granting of this easement shall be the mutual covenants and agreements set forth herein, the receipt and

sufficiency of which are hereby acknowledged.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the Consideration received, the receipt of which is hereby acknowledged, an easement over, across, under and upon the Servient Estate for so long as the described facilities and improvements related to the San Pedro Creek Improvements Project remain in use. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the servient estate herein granted to have and to hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

A condition of the granting of this easement is the agreement of Grantee to add Grantor, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Grantee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Grantee.

Witness my hand, this _____ day of _____, 20__.

Grantor:

Accepted:

City of San Antonio, a Texas municipal corporation

San Antonio River Authority, a political subdivision of the State of Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A
***NEW SURVEY TO BE PROVIDED (SUBSURFACE)**

Parcel No. P-164E-2
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.025 Ac. Tract
(1,082 sq. ft.)

Being 0.025 acre of land (1,082 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.025 acre tract (1,082 sq. ft.) being more particularly described as follows:

Beginning at a found Mag Nail with Washer located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said Mag Nail with Washer being the southeast corner of the said 29,441 Sq. Ft. tract and of the tract herein described;

1. Thence N 85°19'34" W, 15.03 feet departing the said west right-of-way line and continuing along the common line between the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 98.18 feet departing the said common line and crossing the said Lots 7, 5, and a portion of Lot 4 to a point located on the common line between the said 29,411 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1,2,3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being the northwest corner of the tract herein described;
3. Thence S 84°57'57" E, 7.02 feet along the said common line to a point for the most northeasterly corner of the tract herein described;
4. Thence S 00°58'25" W, 49.07 feet crossing the said portion of Lot 4, Lot 5, and Lot 7 to an angle point corner of the tract herein described;
5. Thence S 89°01'35" E, 8.00 feet to a point located on the west right-of-way line of the San Pedro Creek and being an angle point corner of the tract herein described;


H:\shb\120131\Tcd\proj\Survey\Documents\Metes & Bounds\12013 Parcel P-164E-2.dwg

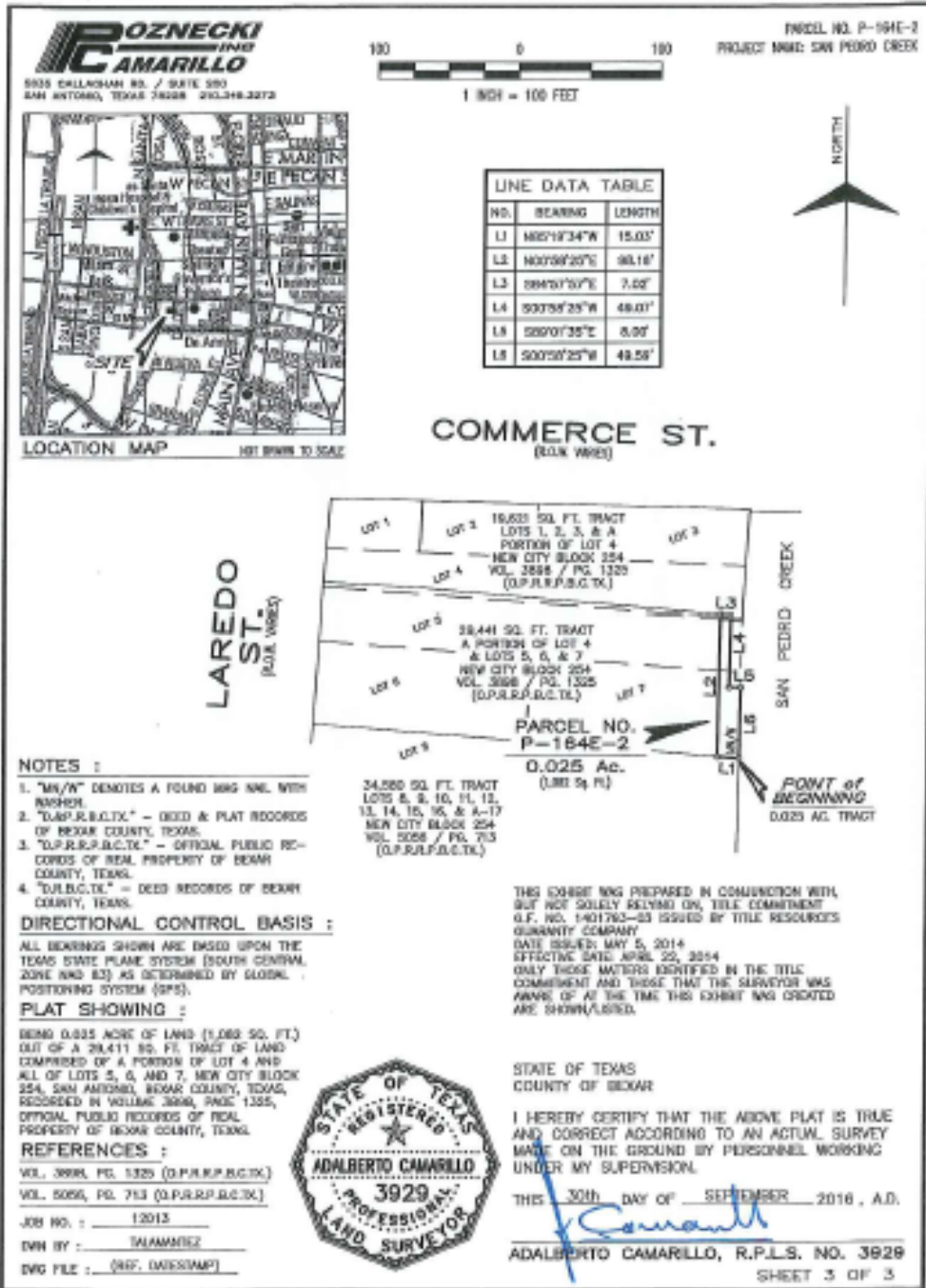
Parcel No. P-164E-2
Project Name: San Pedro Creek
Page 2 of 3

6. Thence S 00°58'25" W, 49.59 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.025 acre of land (.,082 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



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Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.

State of Texas §
 § **Know All By These Presents:**
County of Bexar §

Easement

Authorizing Ordinance:

SP No.: Parcel P-163E-1

Grantor: City of San Antonio, a Texas municipal corporation

Grantor's Address: P.O. Box 839966, San Antonio, Texas 78283-3966

Grantee San Antonio River Authority, a political subdivision of the State of Texas

Grantee's Address: 100 E Guenther Street, San Antonio, Texas 78204

Purpose of Easement:

Constructing, reconstructing, inspecting, patrolling, maintaining, repairing, operating and replacing the San Pedro Creeks Improvement Project and associated facilities as demonstrated by the Cooperative Agreement between Bexar County, Texas, and the San Antonio River Authority to complete the design for the San Pedro Creek Improvements Project approved by San Antonio River Authority on January 15, 2014 and Bexar County on February 18, 2014 (the "San Pedro Creek Improvements Project"); removing from the easement area obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the servient estate for the purpose of exercising all other rights hereby granted.

Description of Servient Estate:

Being 0.004 of an acre (199 sq. ft) out of a 19,621 sq. ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas and depicted on **Exhibit "A"**, which is incorporated herein by reference for all purposes as if fully set forth.

Consideration: Consideration for the granting of this easement shall be the mutual

covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

Grantor grants, dedicates, and conveys to Grantee, for and in consideration of the Consideration received, the receipt of which is hereby acknowledged, an easement over, across, under and upon the Servient Estate for so long as the described facilities and improvements related to the San Pedro Creek Improvements Project remain in use. The easement may be used only for the Purpose of Easement stated above. Grantor covenants and for itself, its heirs, executors, successors, and assigns, that no building or obstruction of any kind will be placed on the servient estate herein granted to have and to hold the above described easement and rights unto Grantee, its successors and assigns, until its use is abandoned.

At any time that Grantee or those claiming through Grantee cease to use this easement for 12 consecutive months, Grantor has the right to terminate this easement by means of a written instrument recorded in the appropriate records of Bexar County, Texas. The instrument need be signed only by Grantor and assert that the easement was not used for 12 consecutive months. Grantor's right to terminate lapses after four years from a period of non-use, but each 12 consecutive months of non-use gives Grantor a new right to terminate, so that Grantee's successors need inquire into non-use only within the four years immediately preceding the successor's acquisition.

A condition of the granting of this easement is the agreement of Grantee to add Grantor, its elected officials, officers, employees, agents, and other representatives, collectively, as an additional insured and indemnitee under any insurance or indemnity provisions provided by third parties covering Grantee related to work on the San Pedro Creek Improvements Project in amounts equal to, or to the same extent as, those covering Grantee.

Witness my hand, this _____ day of _____, 20__.

Grantor:

Accepted:

City of San Antonio, a Texas municipal corporation

San Antonio River Authority, a political subdivision of the State of Texas

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest:

City Clerk

Approved As To Form:

City Attorney

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

The State of Texas }
 }
County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the San Antonio River Authority, a political subdivision of the State of Texas, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A
***NEW SURVEY TO BE PROVIDED (SUBSURFACE)**

Parcel No. P-163E-1
Project Name: San Pedro Creek
Page 1 of 2

Metes and Bounds Description
for a
0.004 Ac. Tract
(199 sq. ft.)

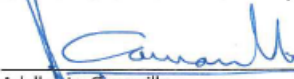
Being 0.004 acre of land (199 sq. ft.) out of a 19,621 Sq. Ft. tract of land comprised of all of Lots 1, 2, 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.004 acre tract (199 sq. ft.) being more particularly described as follows:

Beginning at a found iron pin located on the west right-of-way line of the San Pedro Creek and being the common easterly corner of the said 19,621 Sq. Ft. tract and of a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the southeast corner of the said 19,621 Sq. Ft. tract and of the tract herein described;

1. Thence N 84°57'57" W, 15.04 feet departing the said west right-of-way line and continuing along the common line between the said 19,621 Sq. Ft. and 29,441 Sq. Ft. tracts to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 12.75 feet departing the said common line to a point for the northwest corner of the tract herein described;
3. Thence S 87°04'06" E, 15.58 feet to a point located on the west right-of-way line of the San Pedro Creek for the northeast corner of the tract herein described;
4. Thence S 03°26'11" W, 13.29 feet along the said west right-of-way line to the **Point of Beginning** and containing 0.004 acre of land (199 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
October 7, 2016

5835 CALLAGHAN RD. / SUITE 200
SAN ANTONIO, TEXAS 78228 210.349.3273

100 0 100

1 INCH = 100 FEET

PARCEL NO. P-163E-1
PROJECT NAME: SAN PEDRO CREEK

LOCATION MAP NOT DRAWN TO SCALE

NO.	BEARING	LENGTH
L1	N84°57'57"W	15.04'
L2	N00°58'25"E	12.75'
L3	S87°04'08"E	15.58'
L4	S03°28'11"W	13.29'

NORTH

COMMERCE ST.
(R.O.W. VARIES)

LAREDO ST.
(R.O.W. VARIES)

PARCEL NO. P-163E-1
0.004 Ac.
(199 Sq. Ft.)

SAN PEDRO CREEK

POINT of BEGINNING
0.004 AC. TRACT

NOTES :

- "FIP" DENOTES A FOUND IRON PIN.
- "D.&P.R.B.C.T.X." - DEED & PLAT RECORDS OF BEXAR COUNTY, TEXAS.
- "O.P.R.R.P.B.C.T.X." - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.
- "D.R.B.C.T.X." - DEED RECORDS OF BEXAR COUNTY, TEXAS.

DIRECTIONAL CONTROL BASIS :
ALL BEARINGS SHOWN ARE BASED UPON THE TEXAS STATE PLANE SYSTEM (SOUTH CENTRAL ZONE NAD 83) AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS).

PLAT SHOWING :
BEING 0.004 ACRE OF LAND (199 SQ. FT.) OUT OF A TRACT OF LAND COMPRISED OF ALL OF LOTS 1, 2, 3, AND A PORTION OF LOT 4, NEW CITY BLOCK 254, SAN ANTONIO, BEXAR COUNTY, TEXAS, RECORDED IN VOLUME 3898, PAGE 1325, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF BEXAR COUNTY, TEXAS.

REFERENCES :
VOL. 3898, PG. 1325 (O.P.R.R.P.B.C.T.X.)
VOL. 5056, PG. 713 (D.P.R.R.P.B.C.T.X.)
JOB NO. : 12013
DWN BY : TALAMANTEZ
DWC FILE : (REF. DATESTAMP)

THIS EXHIBIT WAS PREPARED IN CONJUNCTION WITH, BUT NOT SOLELY RELYING ON, TITLE COMMITMENT G.F. NO. 1400782-03 ISSUED BY TITLE RESOURCES GUARANTY COMPANY
DATE ISSUED: APRIL 10, 2014
EFFECTIVE DATE: MARCH 27, 2014
ONLY THOSE MATTERS IDENTIFIED IN THE TITLE COMMITMENT AND THOSE THAT THE SURVEYOR WAS AWARE OF AT THE TIME THIS EXHIBIT WAS CREATED ARE SHOWN/LISTED.

STATE OF TEXAS
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND BY PERSONNEL WORKING UNDER MY SUPERVISION.

THIS 7th DAY OF OCTOBER 2016, A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

SHEET 2 OF 2

STATE OF TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR 3929

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CPS SAN PEDRO CREEK JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the City Public Service Board, hereinafter referred to as “CPS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining approximately _____ and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).

3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
- e. Subject to the City’s agreement not to construct buildings in the Joint Use Area, should City’s improvements or Joint Use Area be damaged as a result of CPS’ work or use involved in constructing, operating, replacing and repairing its Improvements, CPS will restore City’s improvements, as near as practicable, to its conditions prior to said work at its own cost.
- f. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS’ wastewater utility service in the area in which the Joint Use Area is located.
- g. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
- h. CPS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS and any other financial loss sustained by CPS, except to the extent caused by City;
- i. Joint User is solely responsible for obtaining any necessary permission from other owners or

interest holders whose property will be used or impacted by Joint User's activities under this JUA.

- j. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS, CPS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS on the Joint Use Area, including use for staging or storage of equipment, City and CPS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial CPS contact is _____, xxx-xxxx, _____@CPS.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283
Attn: Real Estate Manager, TCI

JOINT USER
City Public Service Board (CPS ENERGY)
145 Navarro
San Antonio, TX 78205
Attn: XXX

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO,
a Texas municipal corporation

CITY PUBLIC SERVICE BOARD (CPS ENERGY),
a municipally owned utility of the
City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and
Capital Improvements

XXX
TITLE

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires:_____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of City Public Service, a municipally owned utility of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires:_____

EXHIBIT A

References to “easement” are not indicative of any rights granted by City to CPS.

P-164E-1

An approximately 1,369 square feet tract of land out of a 29,411 square foot tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas.

DRAFT

Parcel No. P-164E-1
Project Name: San Pedro Creek
Page 1 of 3

**Metes and Bounds Description
for a
0.031 Ac. Tract
(1,369 sq. ft.)**

Being 0.031 acre of land (1,369 sq. ft.) out of a 29,411 Sq. Ft. tract of land comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said 0.031 acre tract (1,369 sq. ft.) being more particularly described as follows:

Beginning at a point located on the common line between the said 29,441 Sq. Ft. tract and a 34,580 Sq. Ft. tract of land comprised of all of Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, and A-17, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 5056, Page 713, Official Public Records of Real Property of Bexar County, Texas; said point being N 85°19'34" W, 15.03 feet along the said common line from a found Mag Nail with Washer being the common easterly corner of the said 29,441 Sq. Ft. and 34,580 Sq. Ft. tracts and being located on the west right-of-way line of the San Pedro Creek; said point of beginning being the most southeasterly corner of the tract herein described;

1. Thence N 85°19'34" W, 14.03 feet along the said common line to a point for the southwest corner of the tract herein described;
2. Thence N 00°58'25" E, 90.35 feet departing the said common line and crossing the said Lots 7 and 5 to a point for the northwest corner of the tract herein described;
3. Thence S 89°01'35" E, 21.00 feet to a point for the northeast corner of the tract herein described;
4. Thence S 00°58'25" W, 14.00 feet to an angle point corner of the tract herein described;
5. Thence N 89°01'35" W, 7.00 feet to an angle point corner of the tract herein described;


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Parcel No. P-164E-1
Project Name: San Pedro Creek
Page 2 of 3

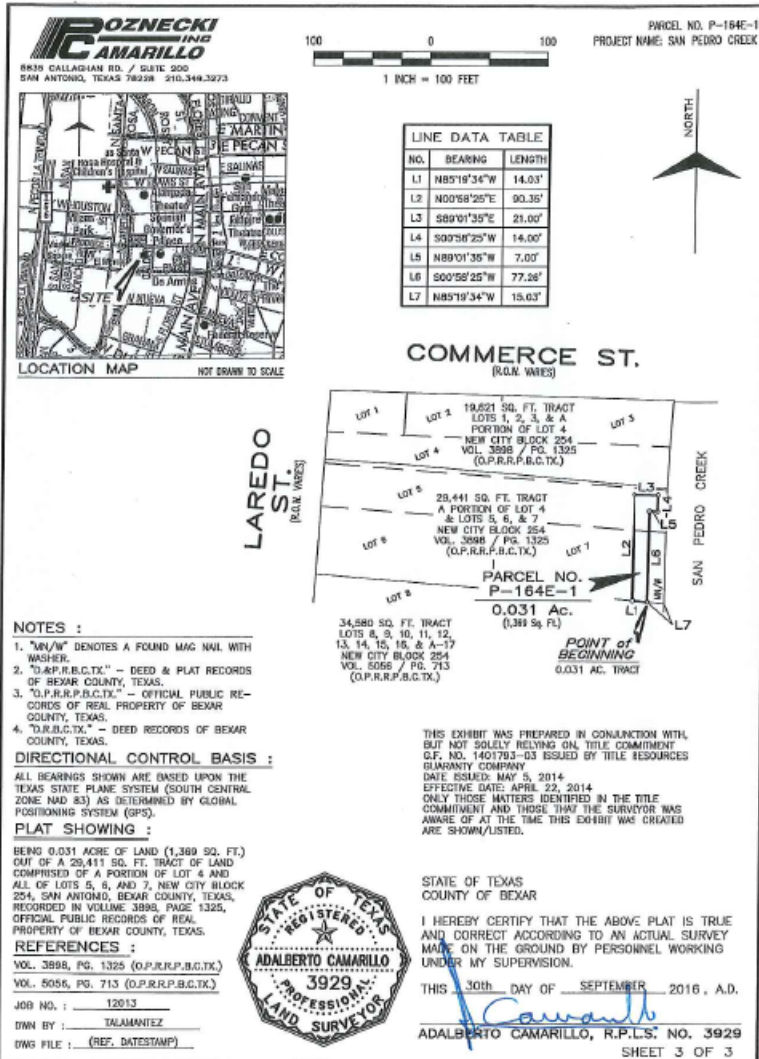
6. Thence S 00°58'25" W, 77.26 feet crossing the said Lots 5 and 7 to the **Point of Beginning** and containing 0.031 acre of land (1,369 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



CPS SAN PEDRO CREEK JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the City Public Service Board, hereinafter referred to as “CPS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.

2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining approximately _____ and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).

3. **TERM.** The term of this JUA shall be from June 1, 2018 to June 30, 2019, subject to rights of termination set out in this JUA.

4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.

- a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
- e. Subject to the City’s agreement not to construct buildings in the Joint Use Area, should City’s improvements or Joint Use Area be damaged as a result of CPS’ work or use involved in constructing, operating, replacing and repairing its Improvements, CPS will restore City’s improvements, as near as practicable, to its conditions prior to said work at its own cost.
- f. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS’ wastewater utility service in the area in which the Joint Use Area is located.
- g. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
- h. CPS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS and any other financial loss sustained by CPS, except to the extent caused by City;
- i. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User’s activities under this JUA.

j. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS, CPS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS on the Joint Use Area, including use for staging or storage of equipment, City and CPS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial CPS contact is _____, xxx-xxxx, _____@CPS.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283
Attn: Real Estate Manager, TCI

JOINT USER
City Public Service Board (CPS ENERGY)
145 Navarro
San Antonio, TX 78205
Attn: XXX

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO,
a Texas municipal corporation

CITY PUBLIC SERVICE BOARD (CPS ENERGY),
a municipally owned utility of the
City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and
Capital Improvements

XXX
TITLE

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires:_____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of City Public Service, a municipally owned utility of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires:_____

EXHIBIT A

References to “easement” are not indicative of any rights granted by City to CPS.

P-164E-1

0.102 acre if land (4,452 square feet) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as “Tract No. 1” and “Tract No. 2”, recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas.

DRAFT

Parcel No. P-192E-1
Project Name: San Pedro Creek
Page 1 of 3

Metes and Bounds Description
for a
0.102 Ac. Tract
(4,452 sq. ft.)

Being 0.102 acre of land (4,452 sq. ft.) and being all of that land located within New City Block 13419, San Antonio, Bexar County, Texas, described as "Tract No. 1" and "Tract No. 2", recorded in Volume 7705, Page 787, Deed Records of Bexar County, Texas; said 0.102 acre tract (4,452 sq. ft.) being more particularly described as follows:

Beginning at a point located at the intersection of the northeast right-of-way line of Cesar Chavez Blvd. and the northwest right-of-way line of San Pedro Creek; said point being the most southerly corner of the said 0.102 acre tract and of the tract herein described;

1. Thence N 63°37'07" W, 22.05 feet departing the said northwest right-of-way line and continuing along the said northeast right-of-way line to a point located at the common southwesterly corner of the said 0.102 acre tract and of Lot 5, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas; said point being the most westerly corner of the said 0.102 acre tract and of the tract herein described;
2. Thence N 37°12'52" E, 202.71 feet departing the said northeast right-of-way line and continuing along the common line between the said 0.102 acre tract and the said Lot 5 to a found iron pin located on the common line between the said 0.102 acre tract, the said Lot 5, and a 0.577 acre tract recorded in Volume 4087, Page 683, Official Public Records of Real Property of Bexar County, Texas; said iron pin being the common northerly corner of the said 0.102 acre tract and of the said Lot 5 and also being the most northerly corner of the said 0.102 acre tract and of the tract herein described;
3. Thence S 63°37'08" E, 22.67 feet departing the common line between the said 0.102 acre tract and the said Lot 5 and continuing along the common line between the said 0.102 acre tract, the said 0.577 acre tract, and a remaining portion of Lot 4, New City Block 13419, Tex R-39, Central West Area Project I, Urban Renewal, San Antonio, Texas Subdivision, San Antonio, Bexar County, Texas, recorded in Volume 5502, Page 30, Deed and Plat Records of Bexar County, Texas to a point located on the northwest right-of-way line of San Pedro Creek; said point being the most easterly corner of the said 0.102 acre tract and of the tract herein described;


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Parcel No. P-192E-1
Project Name: San Pedro Creek
Page 2 of 3

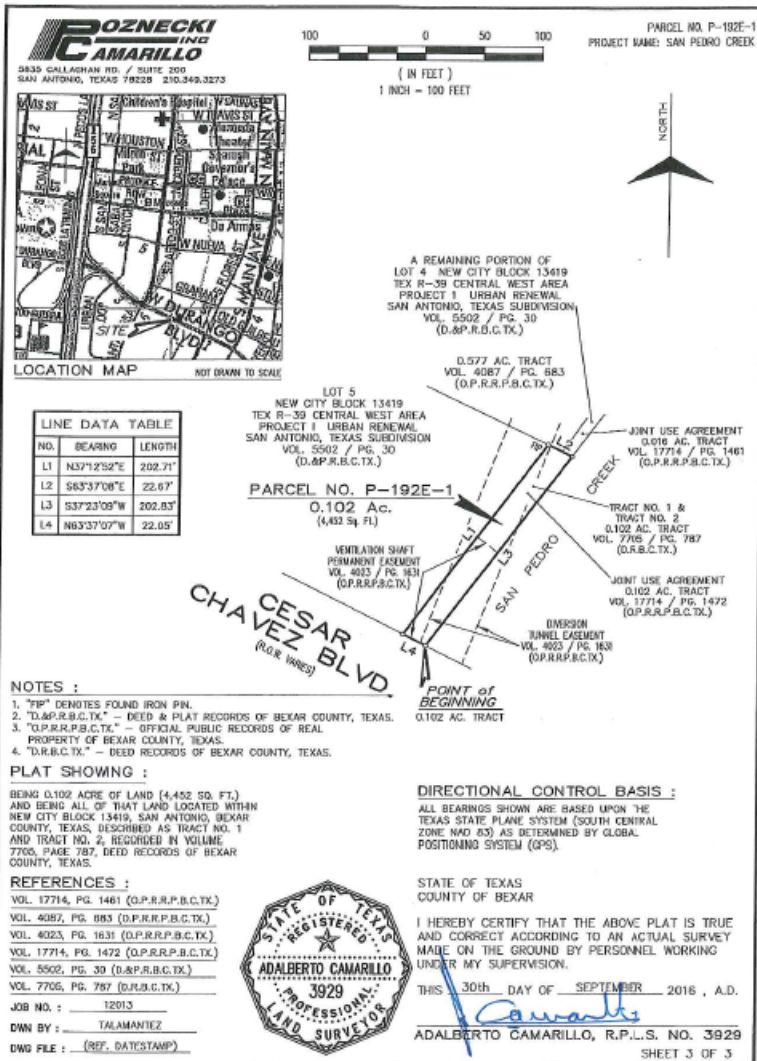
4. Thence S 37°23'09" W, 202.83 feet departing the said common line and continuing along the said northwest right-of-way line to the **Point of Beginning** and containing 0.102 acre of land (4,452 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.





Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016



CPS SAN PEDRO CREEK JUA

The City of San Antonio, hereinafter referred to as “City”, issues this Joint Use Agreement (“JUA”) to the City Public Service Board, hereinafter referred to as “CPS” or “Joint User”, acting by and through their duly authorized representatives.

1. **FACILITIES/ACTIVITIES.** Joint User may utilize and/or occupy during the term, the City drainage area (the “Joint Use Area”) listed in and shown on **Exhibit A**, which is incorporated herein for all purposes as if fully set forth.
2. **USE.** Joint User and/or its agents, employees and contractors may enter the Joint Use Area for the purpose of utilizing the Joint Use Area for any and all things necessary for constructing, operating, replacing, repairing, adding, removing, inspecting and maintaining approximately _____ and all necessary and desirable improvements and appurtenances associated therewith (the “Improvements”).
3. **TERM.** The term of this JUA shall be of indefinite duration subject to rights of termination set out in this JUA.
4. **CONDITIONS.** As a condition of receiving the JUA, Joint User shall comply with each of the following conditions. Failure to comply with the conditions of this JUA is grounds for revocation of this JUA.
 - a. Joint User shall retain ownership of the Improvements on the Joint Use Area and will operate and maintain said Improvements. NOTWITHSTANDING THE FOREGOING, City reserves for City, and City’s successors and assigns, the right to continue to use and enjoy said Joint Use Area for all purposes which do not materially interfere with or interrupt its use by Joint User.
 - e. Subject to the City’s agreement not to construct buildings in the Joint Use Area, should City’s improvements or Joint Use Area be damaged as a result of CPS’ work or use involved in constructing, operating, replacing and repairing its Improvements, CPS will restore City’s improvements, as near as practicable, to its conditions prior to said work at its own cost.
 - f. This JUA cannot be assigned by Joint User except to a certificated utility provider succeeding to CPS’ wastewater utility service in the area in which the Joint Use Area is located.
 - g. Within thirty (30) days following Joint User’s completion of construction, maintenance or repairs to its project or infrastructure on the City’s Joint Use Area, Joint User will repair any construction related damages within the Joint Use Area and Temporary Construction Area and restore the Joint Use Area and Temporary Construction Area to substantially the same or better condition as existed prior to Joint User’s maintenance or repairs, including, without limitation, compacting, grading and seeding, for the purposes of establishing and restoring grass or vegetation. Joint User’s repair and restoration plans shall be subject to prior review and approval by City.
 - h. CPS assumes all risk of, and relieves City of, any and all liability for loss or damage to property or facilities installed by CPS and any other financial loss sustained by CPS, except to the extent caused by City;
 - i. Joint User is solely responsible for obtaining any necessary permission from other owners or interest holders whose property will be used or impacted by Joint User’s activities under this JUA.

j. This JUA is subject to all generally applicable conditions and restrictions of Chapter 37 of the City Code of the City of San Antonio related to Joint Use Agreements.

5. **FEES.** JUA fees and charges shall be in accordance with City of San Antonio Chapter 37 fee schedule if not waived by city council ordinance. If another JUA is required, those fees are separate.

6. **INCOMPATIBLE FACILITIES.** This JUA is issued by City and accepted by CPS with the mutual belief that the facilities of each can exist at the Joint Use Area in the form contemplated when this JUA was issued without disruption to the other. If at any time, for any reason, CPS's facilities are determined in City's judgment to be incompatible with City's existing or proposed facilities, CPS agrees to cure any such incompatibility by modifying its facilities, by removing its facilities or by taking whatever other action which in City's judgment is necessary. With respect to any request by the City to remove or relocate its facilities, Joint User shall have up to 365 days to comply, or such longer period as may be reasonably necessary provided Joint User is diligently pursuing such relocation or removal, including any necessary corresponding re-route of Joint User's facilities.

7. **INSURANCE.** Prior to the commencement of any construction activity by CPS, CPS shall cause its general contractor, if a contractor is utilized, to provide the City executed certificates of insurance naming the City, its officers, agents and employees as an additional insured on its commercial general liability insurance policy.

8. **NO CONVEYANCE OF PROPERTY.** Neither CPS nor the City by execution of this JUA, waive or relinquish any right which they may have under the law or constitution, state or federal. This JUA does not constitute a conveyance or release of any real property rights held by the City. The parties are acting herein for their own benefit and no benefit shall accrue to any third party.

9. **RIGHT OF TERMINATION FOR BREACH.** In the event, after written warning by authorized City personnel and reasonable opportunity to cure by Joint User, Joint User fails to perform any requirement of this JUA, City shall have the right to terminate this JUA by written notice to Joint User, whereupon Joint User shall immediately terminate its use and promptly remove any equipment or other property owned by Joint User. Joint User shall pay all costs of removal. CPS may terminate this JUA at any time upon 30 days written notice to the City.

10. **CONTACT.** Prior to the commencement of any construction activities by City or CPS on the Joint Use Area, including use for staging or storage of equipment, City and CPS and/or their respective contractors shall coordinate with one another in order to ensure such construction will not conflict with any ongoing or scheduled projects and/or activities of the other. For purposes of this section, the initial City contact is Mary Fors, City of San Antonio Transportation and Capital Improvements Department, 207-4083, Mary.Fors@sanantonio.gov. The initial CPS contact is _____, _____, xxx-xxxx, _____@CPS.org.

11. **NOTICE.** Any notice provided for or permitted hereunder must be in writing and by certified mail, return receipt requested, addressed to the parties at their respective addresses set forth at the beginning. The giving of notice is complete three days after its deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice hereunder.

CITY
City of San Antonio
P.O. Box 839966

JOINT USER
City Public Service Board (CPS ENERGY)
145 Navarro

San Antonio, TX 78283
Attn: Real Estate Manager, TCI

San Antonio, TX 78205
Attn: XXX

Accepting this JUA shall constitute acceptance and agreement to all conditions and requirements of this JUA and the ordinances and specifications authorizing issuance of such JUA.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures effective this ____ day of _____, 2016.

CITY OF SAN ANTONIO,
a Texas municipal corporation

CITY PUBLIC SERVICE BOARD (CPS ENERGY),
a municipally owned utility of the
City of San Antonio

Steve Hodges, Real Estate Manager
Department of Transportation and
Capital Improvements

XXX
TITLE

Approved as to Form:

City Attorney

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by Steve Hodges, Real Estate Manager for the City of San Antonio, on its behalf.

Notary Public

My commission expires: _____

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this ____ day of _____, 2016, by _____, _____ of the City Public Service, a municipally owned utility of the of the City of San Antonio, on behalf of said entity.

Notary Public

My commission expires: _____

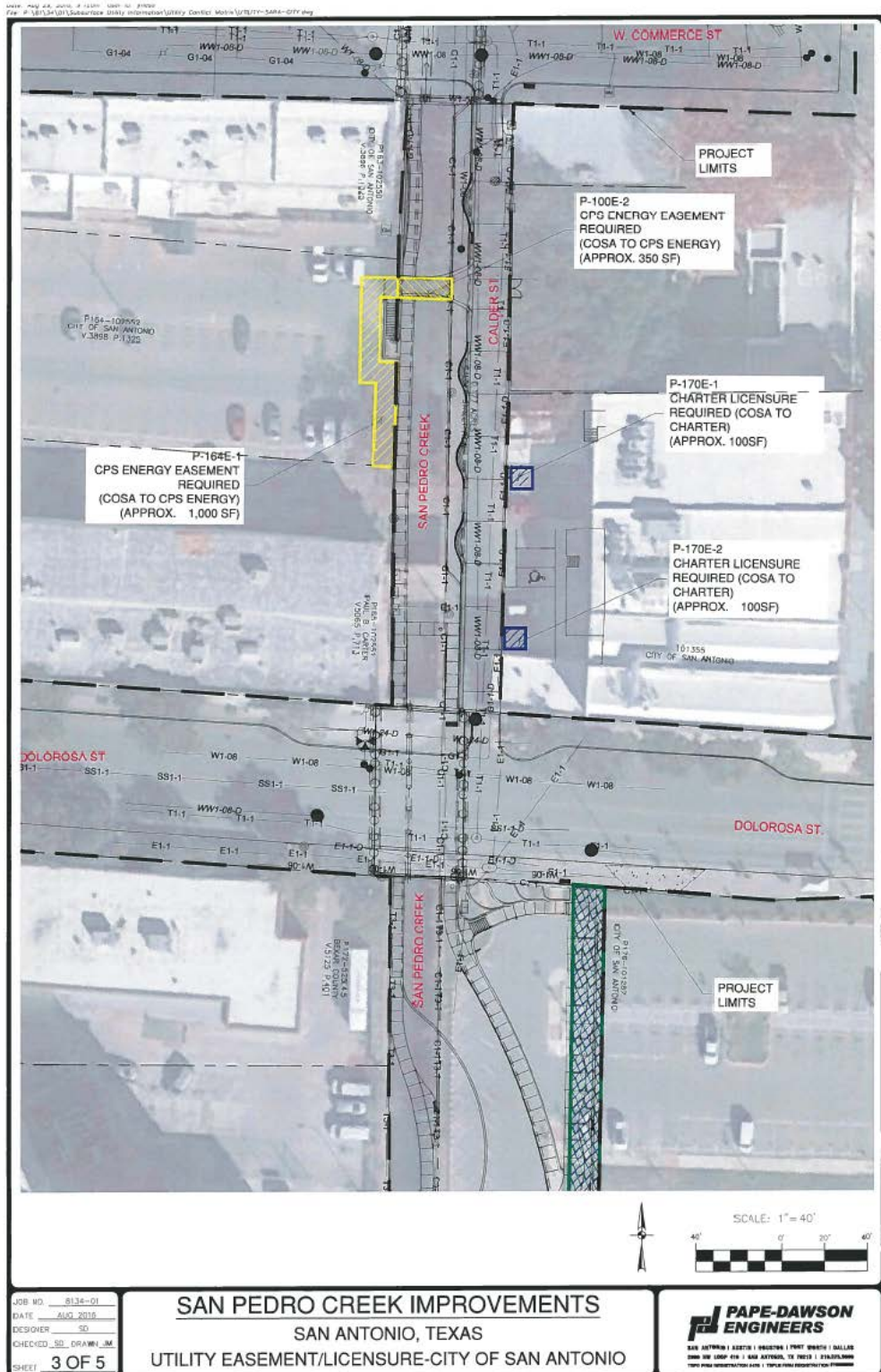
EXHIBIT A

References to “easement” are not indicative of any rights granted by City to CPS.

P-100-E2

An approximately 353 square feet tract of land out of the San Pedro Creek right of way, San Antonio, Bexar County, Texas.

DRAFT



Parcel No. P-100E-2
Project Name: San Pedro Creek
Page 1 of 2

Metes and Bounds Description
for a
0.008 Ac. Tract
(353 sq. ft.)


Being 0.008 acre of land (353 sq. ft.) out of the San Pedro Creek right-of-way, San Antonio, Bexar County, Texas; said 0.008 acre tract (353 sq. ft.) being more particularly described as follows:

Beginning at a point located on the common line between the San Pedro Creek and a 29,441 Sq. Ft. tract of land being comprised of a portion of Lot 4 and all of Lots 5, 6, and 7, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point being S 00°58'25" W, 5.86 feet along the said common line from a found iron pin being the common easterly corner of the said 29,441 Sq. Ft. tract and of a 19,621 Sq. Ft. tract of land being comprised of all of Lots 1, 2, and 3, and a portion of Lot 4, New City Block 254, San Antonio, Bexar County, Texas, recorded in Volume 3898, Page 1325, Official Public Records of Real Property of Bexar County, Texas; said point of beginning being the northwest corner of the tract herein described;

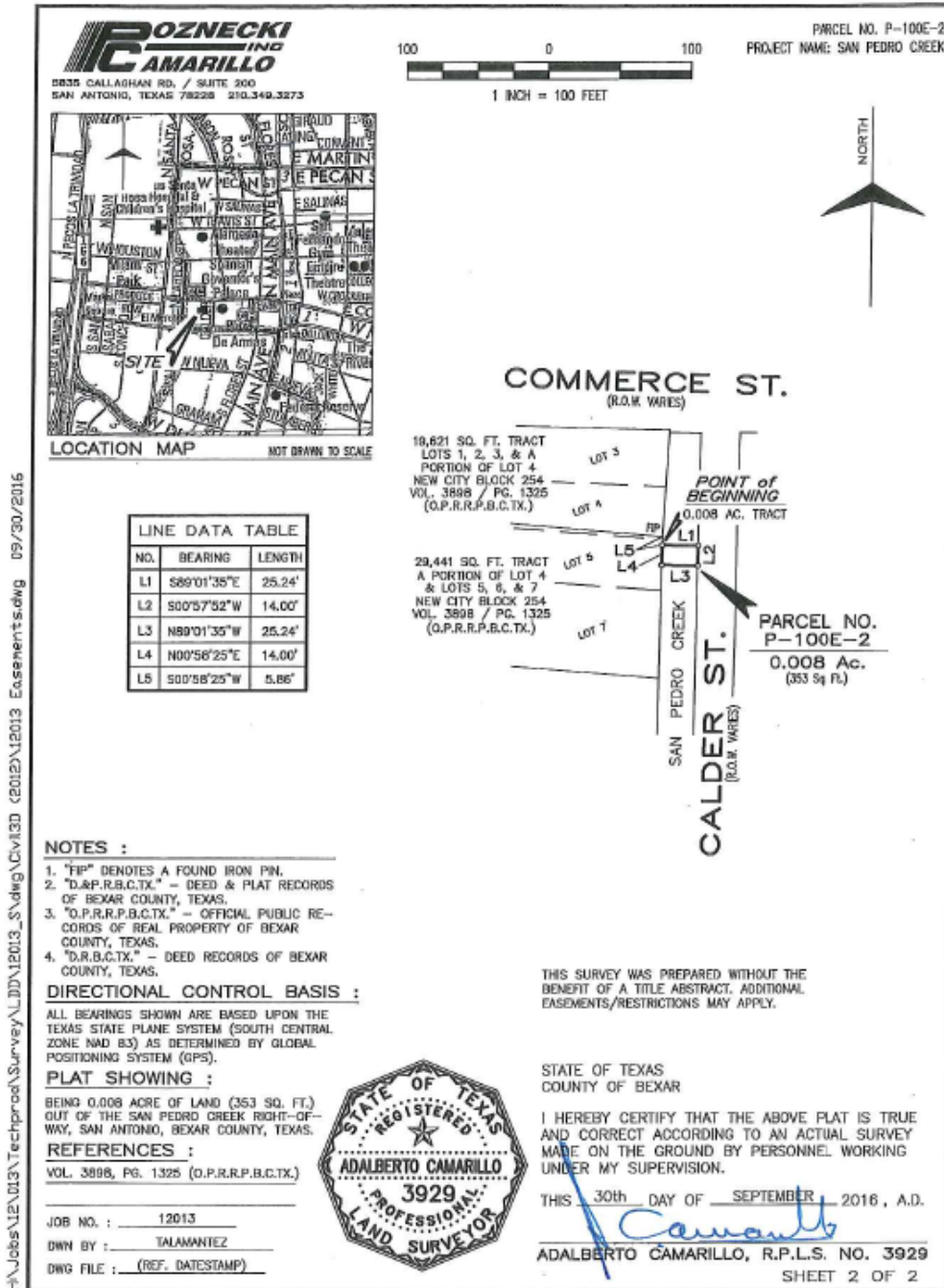
1. Thence S 89°01'35" E, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and Calder St.; said point being the northeast corner of the tract herein described;
2. Thence S 00°57'52" W, 14.00 feet along the said common line to a point for the southeast corner of the tract herein described;
3. Thence N 89°01'35" W, 25.24 feet departing the said common line and crossing the San Pedro Creek to a point located on the common line between the San Pedro Creek and the said 29,441 Sq. Ft. tract; said point being the southwest corner of the tract herein described;
4. Thence N 00°58'25" E, 14.00 feet along the said common line to the **Point of Beginning** and containing 0.008 acre of land (353 sq. ft.), more or less.

A plat of even date accompanies this metes and bounds description.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
September 30, 2016

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